

IN THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

No. 98-1807

DOROTHY GAUTREAUX, et al.	)	
	)	
Plaintiffs,	)	Appeal from the United
	)	States District Court for the
v.	)	Northern District of Illinois,
	)	Eastern Division
CHICAGO HOUSING AUTHORITY,	)	
a corporation, and JOSEPH SHULDINER,	)	No. 66 C 1459
Executive Director, in his official	)	
capacity.	)	Chief Judge Marvin E. Aspen
	)	
Defendants.	)	

**APPENDIX OF EXHIBITS SUBMITTED IN SUPPORT
OF RECEIVER'S STATEMENT IN RESPONSE
TO THE CHA'S STAY MOTIONS**

Volume VII

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OF RECEIVER'S STATEMENT IN RESPONSE
TO THE CHA' STAY MOTIONS**

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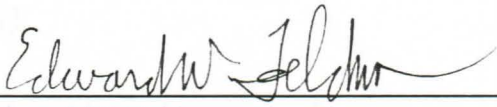
CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on May 27, 1998 he served a copy of the *Appendix of Exhibits Submitted in Support of Receiver's Statement in Response to the CHA's Stay Motions – Volume VII* on the parties listed below by causing a true and correct copy to be delivered to them via messenger delivery at their respective addresses as indicated below:

Susan Getzendanner, Esq.
Nancy Eisenhower, Esq.
Skadden, Arps, Slate,
Meagher & Flom (Illinois)
333 West Wacker Drive
Suite 2100
Chicago, IL 60606

Alexander Polikoff, Esq.
Business and Professional
People for the Public Interest
17 E. Monroe Street
Suite 212
Chicago, IL 60603

Dated: May 27, 1998



Edward W. Feldman

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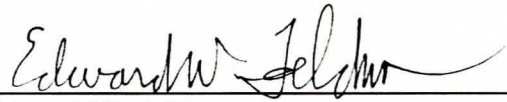
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Edward W. Feldman

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FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOROTHY GAUTREAUX, at al.,

Plaintiffs,

v.

CHICAGO HOUSING AUTHORITY,

Defendant.

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66 C 1459

AFFIDAVIT OF PHILIP A. HICKMAN

EXHIBIT 25

FOURTH OF FOUR PARTS

RECEIVED
MAR 31 1983
U.S. District Court
Northern District of Illinois

PROPERTY REPORT
FOR
OLD TOWN SQUARE UNIT ONE CONDOMINIUM

INTRODUCTION

This Property Report consists of two parts: a narrative portion and an exhibit portion. The narrative portion summarizes the significant features of Old Town Square Unit One Condominium ("Old Town Square One") and presents additional information of interest to prospective purchasers. The exhibits include, among other things, the proposed Declaration of Condominium Ownership for Old Town Square Unit One Condominium (the "Declaration"), which includes By-Laws of Old Town Square Unit One Condominium Association (the "By-Laws"), forms of sales and conveyance documents, the proposed operating budget, sales prices, and estimated monthly assessments and taxes. The Declaration and By-Laws are the legal documents required for the creation and operation of the condominium and are sometimes referred to herein as the "condominium instruments". In the event of any inconsistency between the narrative and the exhibits, the exhibits will govern. In the event of any inconsistency between the condominium instruments and the other exhibits, the former will govern.

This Property Report is made in compliance with the requirements of Chapter 13-72 of the Municipal Code of the City of Chicago, and is intended to contain all of the data and information required by Section 13-72-020 of said Ordinance. Any person receiving this report is urged to read the Ordinance in general and Section 13-72-020 in particular, and in reviewing this report to consult with and rely upon an attorney.

LEGAL CONCEPTS. The term "condominium" refers to a form of property ownership that, in effect, combines two older forms of ownership. A residential condominium unit owner is both (1) the sole owner of the portion of a building that encloses that owners' living quarters and (2) one of several mutual owners (in legal terms, "tenants in common") of (a) common facilities that service all owners' living quarters and (b) common areas that a unit owner may use and enjoy along with owners of other units. "Common elements" are all portions of a condominium that are not included within the units. In general, the common elements constitute the underlying land and those portions of the condominium that support, enclose, or otherwise service the units. Each individual unit owner has a fractional percentage share (i.e., an "undivided interest") in the common elements, such that all unit owners together own one hundred percent of the common elements. In Old Town Square One, the undivided interest is expressed as a percentage of the total undivided ownership of the common elements. The ownership of this percentage interest gives the unit owner the right, subject to the terms of the Illinois Condominium

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Appendix A: Declaration of Condominium
 Appendix B: Form of Purchase Contract
 Appendix C: Purchase Prices and Estimated Monthly Budgets
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 Appendix F: Condominium Association Budget

The architect for the project is Pappageorge & Haymes, Ltd., whose address is 814 North Franklin, Suite 400, Chicago, Illinois, 60610.

The general contractor for the project is MCL Construction Corporation, whose address is 1337 West Fullerton Avenue, Chicago, Illinois, 60614.

B. PROPERTY AND IMPROVEMENTS

(1) Plat of Survey. Since construction has not been completed, only a copy of the plat of survey of the underlying parcel is attached hereto as part of Exhibit E to Appendix A. The attached plat includes the entire parcel upon which the project will be built and other land. Upon completion of construction of the twenty-four (24) units to be conveyed, and each subsequent group of units, a complete condominium survey of the units then completed or projected from architectural drawings will be included in an amendment to this Property Report. A full size copy of the plat of survey, when completed, will be available for inspection at the office of the general contractor.

(2) Ownership of Common Elements. A list of percentages of ownership of each unit in the common elements of the first phase of the proposed condominium is attached hereto and made a part hereof as Exhibit B to Appendix A.

Title to all of the property, including all units and all common elements, is presently legally vested in Oscar Mayer. The property has not as yet been submitted to the Condominium Property Act; the proposed declaration of condominium, attached hereto and made a part hereof as Appendix A, and the plat applicable thereto have not as yet been recorded.

(3) Description of Common Elements. The common elements of the proposed condominium are described in paragraph 1(h) of the proposed Declaration as follows:

"All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls and structural parts of the improvements on the Parcel, wherever located."

No recreational facilities are proposed.

Limited common elements are described in paragraph 1(m) of the proposed Declaration as follows:

"That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto including specifically such portions of the perimeter walls, floors and ceilings, windows, doors and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit and

completed in December, 1997, subject to weather conditions, availability of materials, and other conditions beyond the control of the Developer. If completion of work is not in accordance with the schedule set forth above, said work will be completed as soon thereafter as is practical and reasonably possible.

(8) Limitations on Use of Units. A description of limitations upon uses permitted in individual condominium units as contained in the proposed Declaration and By-Laws of the proposed condominium association are set forth in paragraph 11 of the proposed Declaration and are as follows:

"11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two of more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Developer or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Developer shall be entitled to access, ingress and egress to the Property it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith. In addition to the foregoing, Developer, or its agents or designees, shall have access to, and ingress and egress over, the Property, for purposes of photographing or drawing the Property, or any part thereof, and to use such

photographs or drawings in any marketing or other materials as Developer shall choose; and such rights shall continue for a period of five (5) years from the date hereof.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which shall increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Developer or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Developer or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules or regulations adopted by the Association, which rules or regulations may exclude any kind of pet, other than dogs or cats, by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on or to the Common Elements

or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Developer at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Developer, Oscar Mayer and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner or of a member of his family, a household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(l).

(n) Any release or waiver referred to in Paragraph 11(l) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional

telephone calls, or conferring with business or professional associates, clients or customers, in his Unit."

The applicable use provisions of the Zoning Ordinance of the City of Chicago are as follows:

The property shall be situated within a Residential/Institutional Planned Development. Residential use of the project as currently contemplated will not in any way violate the terms of the ordinance zoning the property.

(9) Limitations on Multiple Purchases. A single purchaser may acquire more than one unit. The circumstances and conditions under which this may be done will be solely within the discretion of the Developer.

(10) Statement of Legal Ownership. The name and address of the owner of record is set forth above in paragraph A(1). The only restrictions, notices, lis pendens or encumbrances of record as of Developer's acquisition of the property will be:

1. Taxes not yet due and payable.
2. Possible IRPTA disclosure statement prepared by Oscar Mayer for an underground storage tank Oscar Mayer will have removed.

Developer will later record a mortgage and assignment of rents in favor of the Construction Lender, as referred to in paragraph A(2).

C. TRANSFER OF CONTROL OF THE CONDOMINIUM FROM THE DEVELOPER

Each unit owner will be a member of the Association, an unincorporated condominium association formed to administer and operate the condominium. The affairs of the Association will be directed by the Board of Managers. The Board of Managers of the Association will be initially composed of three persons selected by the Developer. All three of such members of the Board shall hold office until the first annual meeting of the members of the Association. The first annual meeting of the Association will be the earlier of three years from the date the Declaration of Condominium for Old Town Square - One is recorded, sixty (60) days from the date when 75% of the units (by percentage interest) have been conveyed, or such earlier date as the Developer shall select. At that meeting, the Board of Managers shall be expanded to five members elected solely by, from and among the unit owners. The five candidates receiving the highest number of votes will be elected to various terms in accordance with the Declaration. The Developer shall have no special privileges at the election of the Board of Managers at the first annual meeting of the Association or any subsequent elections, but may vote as a unit owner the votes allocated to all units it continues to own.

D. ABSENCE OF PENALTIES FOR DELAYS

There are no penalties if the proposed completion date of any construction, renovation, or conversion is not met. No additional costs will be imposed on any unit owners if such date is not met.

E. PROTECTION FROM DEVELOPER DEFAULTS

Prior to the conveyance of a Unit, any earnest money deposit made with respect thereto will be held in a segregated interest-bearing earnest money account and will not be subject to claims by any of Developer's creditors.

The lien of the mortgage and assignment of rents and leases to the Construction Lender referenced in paragraph B, the only blanket encumbrance for which the Developer will have continuing responsibility, will be released as to each unit sold and to the common elements attributable thereto, as and when conveyed. Therefore, upon closing of purchase, any default by the Developer on any blanket encumbrance would not affect the rights of any unit owner.

F. ABSENCE OF MATERIAL LITIGATION

As of the effective date of this Property Report, the Developer knows of no litigation which could materially affect either the proposed condominium or the Developer's ability to convey clear title subject to the permissible exceptions set forth in paragraph 8 of the Purchase Agreement attached hereto and made a part hereof, as Appendix B.

G. REAL ESTATE TAXES

Developer will file for a division of the real estate tax parcel affecting the property upon which the condominium will be built. The most recent ascertainable general real estate taxes ("tax" or "taxes") for the permanent index number affecting the property (17-04-219-066) includes other property. The Developer shall pay the 1995 taxes levied on the real estate on or before the due date. The 1995 assessed valuation for the tax parcel is \$92,408. The estimated 1995 taxes for the tax parcel are \$18,092.99 based upon the 1995 assessed valuation of \$92,408 multiplied by the 1994 tax rate of 9.264% and the 1994 equalization factor of 2.1135. The real estate for the condominium covers approximately 15% of the real estate comprising that tax parcel (approximately 12,250 square feet). The estimated 1995 taxes for the condominium are therefore approximately 15% of the total tax of \$18,092.99 or \$2,713.95.

Taxes for 1996, the year in which the Declaration is likely to be recorded (the "Recordation Year"), will be prorated between Developer and each Buyer on the basis of the amount of the most recent ascertainable tax bills. The amount so determined shall be prorated into Developer's share, representing the period from January 1 of the Recordation Year to the closing date, and Buyer's share, representing the period from the day after the closing date to December 31 of the Recordation Year. Thus, for proration purposes, Buyer's share of the 1996 real estate taxes for

the property can be estimated by multiplying the estimated 1995 taxes by the Buyer's Unit's percentage interest in the Common Elements.

For all closings which occur in a year in which divided tax figures are not available, the Developer shall deposit its share into a segregated account. The Developer shall be entitled to all earnings of the account into which its deposits are made. The Buyer's share shall be deposited into a separate, segregated account, together with the shares of other buyers; all earnings on such account shall be for the benefit of the Association. Taxes for all years will be prorated based on the amount of the most recent ascertainable tax bill. Developer's share from January 1 of any year to the closing date will be credited to the Buyer at closing.

All prorations will be final. To the extent the amount deposited for a Unit is less than that Unit's share of an undivided tax bill (based on its percentage interest applied against the bill as a whole), the Unit Owner will promptly pay the difference to the Association on demand.

When the taxes are assessed separately as to each Unit, and assuming the Cook County Assessor's current formula for assessing condominium units is not changed, taxes will be determined by the following formula: 16% of the fair market value of the unit multiplied by the equalization factor multiplied by the tax rate.

The Assessor's announced policy is to take the sales price of each unit as its fair market value and multiply the sales price by 16% to determine the assessed valuation. It is the experience of the Developer, however, that the actual practice of the Assessor is to calculate the assessed valuation based on only 80% to 90% of the sales price, which in essence involves an allocation of approximately 15% of the sales price to personal property. The assessed valuation is then multiplied by the equalization factor, which is intended to equalize assessing practices throughout the state. The equalization factor for 1994 was 2.1135.

The equalized assessment is then multiplied by the tax rate, which is the sum of tax rates of various taxing authorities, such as the City of Chicago, County of Cook, the School Board and other governmental agencies. The tax rate changes from year to year depending on the need for tax revenue and other factors. Although the change is impossible to predict, the trend is upwards. The 1994 tax rate for the property was \$9.264 per \$100.00 of equalized valuation.

Appendix C lists the Developer's estimate of real estate taxes per unit, based on 2% of the various purchase prices of each unit. Such percentage approximates the result obtained by multiplying 85% of the purchase price by 16% and applying the 1994 equalization factor and tax rate to the result, and Developer's experiences in the marketplace. Of course, the Developer can give no assurance or guarantee that the equalization factor or tax rate will remain the same as in 1994 or that the assessor's current practice of assessing condominium units at 16% of fair market value (based on approximately 85% of the purchase price) will remain constant. However, the Developer's recent experience is that real estate taxes have been slightly less than 2% of the purchase price of its units.

H. SALES AND CONVEYANCE DOCUMENTS

Copies of the basic purchase contract form proposed to be used by the Developer is attached hereto and made a part hereof, as Appendix B.

Copies of the deed of conveyance forms proposed to be used by the Developer are attached hereto and made a part hereof, as Appendix D.

The Developer does not plan to employ any deed of trust, mortgage or promissory note as all financing of unit purchases, if any, shall be made by unit purchasers through their own mortgage lenders or other finance sources.

Copies of the floor plans of the units as required by the Act are attached hereto and made a part hereof as Appendix E.

I. SALE TERMS AND CLOSING COSTS

As of the effective date of this Property Report, the proposed initial sales price of each unit to be offered for sale is set forth in the schedule attached hereto and made a part hereof, as Appendix C. The Developer reserves the right to change the sales price of a unit without notice.

Estimated closing and settlement costs for each Buyer are estimated as follows:

Deed Recording Fee	\$ 23.00
Agency Closing Fee	\$225.00
Mortgage Recording Fee	\$ 27.00
Assignment of Rents Recording Fee, if required	\$ 23.00
Title Insurance	\$100.00

Lenders will charge additional costs such as credit and appraisal fees and loan service charges or request additional services or protections from the title insurance company which can increase a Buyer's closing and settlement costs.

Each Buyer will be required to purchase Chicago Revenue stamps in connection with the purchase of his unit. These stamps will cost the Buyer \$3.75 per \$500.00 (or fraction thereof) of the purchase price of the unit.

The closing and settlement costs described above can be illustrated by assuming the following facts:

The Buyer of a unit purchases the unit at a purchase price of \$154,900 paying 10% of the purchase price as a down payment (\$15,490) and financing the balance (\$139,410) by obtaining an adjustable rate mortgage in that amount with interest fixed at 6.75% per annum for the first 5 years, adjustable annually for the remaining 23 years and amortized over 30 years. The sale closes September 1, 1996. The total amount which such Buyer must pay for the unit by the date of closing is as follows:

1.	Earnest money on signing of contract	15,490.00
2.	Credit and appraisal fee to Lender	250.00
5.	Closing costs:	
	a) to record deed	\$ 23.00
	b) Agency closing fee	225.00
	c) to record mortgage	27.00
	d) Buyer's title insurance charges	<u>\$100.00</u>
	Total:	375.00
6.	Condominium reserve deposit (equal to 2 months maintenance assessment)	228.18
7.	Buyer's share of 1996 real estate taxes (from September 1, 1996 to December 31, 1996)	37.79
8.	City of Chicago Revenue Stamps	1,161.75
	Total cash required by Closing	17,542.72

Monthly mortgage, tax and condominium assessment costs of said unit through December 31, 1996, can be expected to be approximately the following (also see Paragraph J.):

1.	Monthly payment of principal and interest	904.15
2.	Monthly tax payments to Lender (1/12th of estimated 1996 real estate taxes for Buyer's unit)	258.17

3.	Monthly condominium assessment	114.09
	Total Monthly costs	1,276.41

The foregoing figures are in many cases approximate and are based on the Developer's best judgment. The Developer cannot guarantee, nor does the Developer warrant, that mortgages similar to the one illustrated will be available, or, for example, that lenders' charges will be as set forth above. The foregoing is for illustrative purposes only and does not take into account any income tax benefits to be obtained by potential deduction of real estate taxes and mortgage interest from a unit owner's adjusted gross income.

J. MONTHLY COSTS AND PAYMENTS

Attached hereto and made a part hereof, as Appendix C, is a schedule of estimated monthly payments for each unit for the first year after the projected date of assumption of control by the Board of Managers, including estimated utilities, maintenance assessments, real estate taxes, and mortgage payments. Said estimated monthly maintenance assessments are based upon the projected operated costs at expense levels which prevailed when the budget was prepared and, therefore, will not reflect increased costs resulting from inflation and other unpredictable causes.

Electrical, gas, and telephone service will be provided directly to unit owners by the relevant public utilities and will be billed directly to the unit owners by those companies. Water will be provided directly to the Association by the City of Chicago and will be billed to the Association by the City. Although costs will vary according to usage and depending on the season and thus cannot be accurately estimated, the Developer believes the following average monthly utility charges can be estimated:

TYPE E-1: The Sullivan

Electricity:	26.00 per month
Gas:	32.00 per month

TYPE E-2: The Sullivan II

Electricity:	28.00 per month
Gas:	40.00 per month

ALL ESTIMATES BASED ON REPORTED DATA FROM GAS COMPANY ON SIMILAR PROPERTY AND HOMEOWNERS REPORTED EXPENSES AT SIMILAR DEVELOPMENTS.

K. FINANCING TERMS

The Developer is not financing any units.

L. APPLIANCES AND PERSONAL PROPERTY

Each unit in Old Town Square One will include the following appliances:

Whirlpool Refrigerator #ET18TMXDW or N; Whirlpool Gas Range * #SF365BEYW or N; Whirlpool Dishwasher #DUY840CWDB; Whirlpool Disposal #E-10; and Whirlpool Exhaust Hood #RH2730XXW or N.

*All "F" units will include a Whirlpool Oven/Microwave #RM770PXBB and Whirlpool Cooktop #SC8430ERW in lieu of Gas Range.

Upgrades appliances are available for each unit at additional cost.

M. DOCUMENTS AFFECTING THE PROPERTY

(1) Documents

Copies of the proposed Declaration (including By-Laws) and plat are attached hereto and made a part hereof, as Appendix A and Exhibit E to Appendix A, respectively.

THE DESCRIPTION OF UNITS AND PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS HEREIN IS PRELIMINARY AND MAY BE CHANGED IN MATERIAL RESPECTS UPON THE RECORDING OF THE DECLARATION AND PLAT.

(2) Description of Documents:

(a) There are no leases of any real or personal property in the proposed condominium.

Subject to the applicable provisions of the City and State condominium ordinance and statute, the Developer reserves the right to enter into leases for any units not sold.

(b) There are no management contracts, employment contracts, insurance policies or other contract affecting the use, maintenance or access to all or part of the proposed condominium expiring later than two years after the first unit is offered for sale, except as described in paragraph N(2).

(c) The amounts of insurance policies available to the proposed condominium maintained by or on behalf of the Developer, all of which are currently in effect, are as follows:

Property Coverage Building: \$2,000,000.00

Liability Coverage: \$1,000,000 combined single limit for bodily injury and property damage liability for each occurrence and in the aggregate.

Paragraph 9 of the Declaration, when recorded, will require the Board of Managers of the Association to obtain insurance on the property (exclusive of additions within, improvements to, and decorating of units and limited common elements by unit owners) against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements and the units and comprehensive public liability insurance of \$1,000,000 combined single limit for bodily injury and property damage liability for each occurrence and in the aggregate.

N. MANAGEMENT OF THE PROPERTY

(1) Management Agent. The management agent initially will be MCL Management. Services to be performed by the management agent will consist primarily of administering the property on behalf of the Association and operating, maintaining, repairing, and replacing the common elements; hiring employees, retaining professionals, and purchasing services and materials in connection therewith; procuring and supervising casualty insurance on the property obtained by the Association and liability insurance; paying all expenses related to the property from the assessments collected from the unit owners, including costs of administration, operation, maintenance, repair and replacement, salaries, fees, and costs of services, and insurance premiums; submitting proposed budgets and reports to the board; and communicating with and collecting assessments from unit owners.

(2) Management Contract. The management contract with MCL Management will commence on the date of the closing of the first unit to be closed and will continue until the date on which the control of the condominium project passes to the first Board of Managers elected by all Unit Owners. The initial management fee due MCL Management shall be approximately \$290 per month commencing the month in which the Board of Managers begins assessing all unit owners pursuant to the annual budget of common expenses and thereafter shall be subject to increase provided the Association is given sixty days prior written notice of such proposed increase.

(3) Termination of Contract. The management contract may be cancelled or terminated by either MCL Management or the Association at any time on thirty (30) days prior written notice.

O. ESTIMATED OPERATING BUDGET

An estimated operating budget for the proposed condominium, projected for a period of one year from the expected date that control of the condominium project passes to the first Board of Managers, the majority of whom are elected, is attached hereto and made a part hereof, as Appendix F. Said budget includes the basis on which each item included was formulated.

THE DEVELOPER HAS NOT PROVIDED A RESERVE FOR CERTAIN POSSIBLE FUTURE COSTS OF THE CONDOMINIUM IN HIS BUDGET. ACCORDINGLY, IT MAY BE NECESSARY TO PROVIDE FOR A SPECIAL ASSESSMENT TO ALL

CONDOMINIUM UNIT OWNERS TO PAY FOR SUCH COSTS SHOULD THEY OCCUR.

P. PROVISIONS FOR PAYMENT OF EXPENSES

The Developer has made no provisions to cover the proposed operations and maintenance budget in the event that an insufficient number of units are sold. The Developer, as unit owner with respect to each unsold unit, will pay the maintenance assessment for each such unit.

Q. RECREATIONAL AND PARKING FACILITIES

(1) Recreational Facilities. There are no recreational facilities which the unit owners are required to be a member of, support, or participate in financially.

(2) Parking Facilities. Each unit includes an easement for one (1) parking space located on the CTA property suitable for parking at least one automobile. The location of such parking spaces will be shown on the plat of survey attached hereto and made a part hereof as Exhibit D to Appendix A.

R. RESTRICTIONS ON TRANSFERS OF UNITS

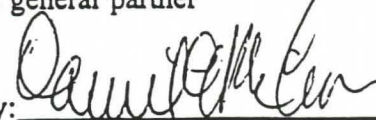
THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

Restrictions upon the leasing, subleasing, or assignment of a unit are set forth in Paragraph 7 of the proposed Declaration of Condominium, which is attached as Appendix A hereto. The sale or transfer of a Unit is not otherwise restricted or controlled.

The undersigned affirm that this Property Report and any supplements, modifications, and amendments are true, full, complete, and correct.

MELK DEVELOPMENT/MCL SCOTT
SEDGWICK L.P., an Illinois limited
partnership

By: MCL Companies of Chicago, Inc.,
its general partner

By: 
Its President

DATED: _____

APPENDIX TABLE IV-3
COMPOSITE SALES SUMMARY
TOWNHOME/CONDOMINIUM DEVELOPMENTS
CITY OF CHICAGO
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PAGE

----- SALES HISTORY -----

PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO SALES RATE FOR QTR.
APPLEVILLE CONDOMINIUMS 501 WEST 24TH PLACE CHICAGO-ARMOUR SQ. DRAPER & KRAMER 100	6/20/89	132	A B	2-2	1370	102,000	100,000	9/21/95	92	1.2
				3-2	1700	118,700	117,700	12/27/95	4	.3
								3/31/96	2	.6
								6/30/96	0	.0
								9/30/96	6	.0
								12/19/96	-3	.2
				AVERAGES	1535	110,350	108,850	SINCE OPENING	101	.1

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COURTYARD CONDOMINIUMS IN FORD CICERO AVENUE NORTH OF 79TH ST CHICAGO-ASHBURN P.D. HARTZ 168	2/15/96	124	BENTLEY ADAMS	2-2	1000	113,400	112,850	2/15/96	0	1.2	
				2-2	1000	113,900	113,350	3/30/96	1	9.7	
								6/30/96	2	9.7	
								9/30/96	0	0.0	
								12/16/96	0	0.0	
				AVERAGES	1000	113,650	113,100	SINCE OPENING	3	3.3	

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CHATHAM PARK PLACE 81ST & INDIANA CHICAGO-CHATHAM D.J. TRAVIS DEV 114	1/01/92	52	CRISPUS ATTUCKS W.E.B. DUBOIS	3-3 3-3	3187 3603	287,500 SOLD OUT	275,250 SOLD OUT	9/21/95	48	1.1
								12/27/95	0	.0
								3/25/96	2	.7
								6/24/96	0	.0
								9/30/96	-1	.3
								12/16/96	1	.4
				AVERAGES	3187	287,500	275,250	SINCE OPENING	50	.8

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ARBOR LANE CONDOMINIUMS 6550 W. BELMONT CHICAGO-DUNNING PONTARELLI 162	5/01/94	96	BIRCHWOOD ASPEN	1-1 2-2	988 1182	SOLD OUT SOLD OUT	SOLD OUT SOLD OUT	3/23/95 6/22/95 9/21/95 12/27/95 3/25/96 6/24/96	58 13 21 0 3 1	5.4 4.3 4.0 4.0 4.0 4.3
AVERAGES								SINCE OPENING	96	7
GLENLAKE CONDOMINIUMS NARRAGANSETT AND IRVING PARK R CHICAGO-DUNNING NORWOOD BUILDERS 189	10/15/95	444	BARTLETT BARTLETT II JAMESTOWN DARTMOOR ASHTON LAUREL CAMBRIDGE KENSINGTON HAMPTON ESSEX GLENMOOR FAIRFIELD MANCHESTER	1-1 1-1 2-1 2-1 2-2 2-2 2-2 2-2 2-2 2-2 3-2 3-2	967 1010 1066 1102 1256 1256 1302 1302 1372 1497 1672 1800 1820	114,900 118,900 130,900 134,900 149,900 151,900 151,900 150,900 156,900 165,900 173,900 190,900 194,900	105,400 109,400 123,400 127,400 140,400 142,400 142,400 141,400 147,400 156,400 164,400 182,400 186,400	10/15/95 12/30/95 3/31/96 6/24/96 9/30/96 12/16/96	0 35 30 20 30 25	9.3 9.0 9.0 9.1 9.4 9.0
AVERAGES								SINCE OPENING	140	10.0

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	SALES HISTORY	
									TOTAL INCRE- MENTAL SALES FOR QTR.	AVG. MO SALES RATE FOR QTR.
METRO POINTE LOFTS RAVENSWOOD & BRYN MAWR CHICAGO-EDGEWATER MIRRO DVLPMNT 113	10/01/95	32	105	1-1	1075	SOLD OUT	SOLD OUT	10/01/95	0	10.0
			107/108	2-1.5	1298	SOLD OUT	SOLD OUT	12/30/95	2	9.7
			208/209	2-1.5	1459	165,900	165,500	3/30/96	4	3
			210	2-1.5	1540	SOLD OUT	SOLD OUT	6/30/96	4	3
			205	1-1.5	1543	175,900	173,500	9/24/96	5	1.8
			110	2-1.5	1611	SOLD OUT	SOLD OUT	12/16/96	7	2.6
				AVERAGES	1501	170,900	169,500	SINCE OPENING	22	5
SEVILLE KENMORE & FOSTER CHICAGO-EDGEWATER HABITAT 155	1/01/96	20	I/J/L	2-1.5	1185	149,900	142,600	1/01/96	0	6
			A-G	2-1.5	1515	SOLD OUT	SOLD OUT	3/31/96	3	0
			S/T	3-2.5	1740	SOLD OUT	SOLD OUT	6/25/96	3	1
			Q/R	3-2.5	1825	204,900	196,600	9/24/96	10	3
								12/16/96	1	4
				AVERAGES	1505	177,400	169,600	SINCE OPENING	17	5

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CORNELL SQUARE CORNELL & 50TH ST. CHICAGO-HYDE PARK MCL 117	10/15/94	10	KENNICOTT	2-2.5	1940	263,500	256,750	9/30/95 12/31/95 3/25/96 6/24/96 9/24/96 12/09/96	3 -1 0 0 1 0	0.3 0.3 0.0 0.0 0.3 0.0
				AVERAGES	1940	263,500	256,750	SINCE OPENING	3	1.1
CORNELL SQUARE-LC CORNELL & 50TH ST. CHICAGO-HYDE PARK MCL 126	10/15/94	24	WRIGHT DARROW	2-2.5 2-2.5	1513 2095	189,900 297,500	185,400 293,000	9/30/95 12/29/95 3/25/96 6/24/96 9/24/96 12/09/96	8 0 2 1 3 -1	0.7 0.0 0.7 0.3 0.0 0.4
				AVERAGES	1804	243,700	239,200	SINCE OPENING	13	0.5
UNIVERSITY CIRCLE 53RD & UNIVERSITY AVENUE CHICAGO-HYDE PARK UNVRSTY CRCL DEV 192	9/07/96	15	D C B A	2-2.5 3-2.5 4-2.5 3-2.5	1695 2024 2620 2735	209,990 269,990 344,990 429,990	200,390 258,390 336,390 418,390	9/07/96 9/30/96 12/09/96	0 0 4 0	-0.4 0.0 1.7 0.0
				AVERAGES	2269	313,740	303,390	SINCE OPENING	4	1.3
1700 EAST 56TH STREET CONDOMIN 1700 EAST 56TH STREET CHICAGO-HYDE PARK DRAPER & KRAMER 137	4/15/94	360	ADLER BURNHAM SULLIVAN MIES VAN DER RO. WRIGHT	0-1 1-1 2-2 2-2 3-3	556 980 1166 1266 1602	SOLD OUT SOLD OUT SOLD OUT SOLD OUT SOLD OUT	SOLD OUT SOLD OUT SOLD OUT SOLD OUT SOLD OUT	12/15/94 3/24/95 6/28/95 9/22/95 12/31/95 3/25/96	337 11 2 8 -2 4	42.1 3.3 0.6 2.9 -0.6 1.4
				AVERAGES				SINCE OPENING	360	15.5

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO SALES RATE FOR QTR.
5350 SOUTH SHORE DRIVE 53RD STREET & SOUTH SHORE DRIV CHICAGO-HYDE PARK HORWITZ & CO 193	9/07/96	44	E	2-3	1846	273,000	260,000	9/07/96	0	1.4
			J	2-2.5	2100	325,000	316,000	9/30/96	1	1.3
			M	2-2.5	2140	SOLD OUT	SOLD OUT	12/20/96	13	4.8
			L	2-3.5	2200	360,000	349,000		0	8.0
			G/H	3-2.5	2206	326,000	318,000		0	0.0
			F	2-3	2213	298,000	285,000		0	0.0
			K	3-3.5	2430	385,000	375,000			
			D	3-3	2483	339,000	327,000			
			A	4-4.5	3100	491,000	476,000			
			B	4-4.5	3100	518,000	503,000			
			C	5-4.5	3250	525,000	512,000			
			AVERAGES		2493	384,000	372,100	SINCE OPENING	14	1.1

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TOTAL
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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	UNITS FOR QTR.	SALES PRICE FOR QTR.
TERRACES OF OLD IRVING PARK	6/01/95	38	LINDEN	2-2.5	1558	SOLD OUT	SOLD OUT	9/25/95	4	1.1
BERTEAU & KILBOURN			LINDEN-3 BED	3-2.5	1758	SOLD OUT	SOLD OUT	12/31/95	0	1.0
CHICAGO-IRVING PARK			ASHWOOD	3-2.5	1758	SOLD OUT	SOLD OUT	3/25/96	3	1.1
GARISSON PTNRS 145			BIRCHWOOD	3-2.5	1840	214,990	205,790	6/24/96	19	1.3
								9/30/96	2	0.6
								12/09/96	2	0.9
				AVERAGES	1840	214,990	205,790	SINCE OPENING	30	0.6

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	SALES HISTORY		
								QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	Avg. MO SALES RATE FOR QTR.
CINEMA LOFTS BELMONT/ASHLAND/LINCOLN CHICAGO-LAKE VIEW LR DEVELOPMENT 176	4/01/96	119	09/10	1-1	745	SOLD OUT	SOLD OUT	4/01/96	0	0.9
			07/08	1-1	818	SOLD OUT	SOLD OUT	6/30/96	79	26.3
			11/12	1-1	832	SOLD OUT	SOLD OUT	9/30/96	25	28.3
			17/18	1-1	933	SOLD OUT	SOLD OUT	12/09/96	2	2.9
			19	1-1	1039	SOLD OUT	SOLD OUT		0	0.0
			13/14	2-1	1165	SOLD OUT	SOLD OUT		0	0.0
			20	2-2	1176	SOLD OUT	SOLD OUT			
			15/16	2-2	1193	177,000	172,450			
			03	2-2	1296	172,000	167,450			
			05/06	2-2	1357	172,000	167,450			
			02	2-2	1538	225,000	220,450			
			01	3-2	1750	239,000	235,450			
			AVERAGES		1427	197,000	192,650	SINCE OPENING	106	22.8
HENDERSON SQUARE GREENVIEW BETWEEN SCHOOL & HEN CHICAGO-LAKE VIEW ENTERPRISE/LR 177	11/01/94	47	WINDSOR/SIMPLEX	1-1	1080	SOLD OUT	SOLD OUT	6/25/95	32	4.1
			WINDSOR/DUPLEX	2-2.5	1525	SOLD OUT	SOLD OUT	9/21/95	7	2.4
			NEWPORT	2-2.5	1940	SOLD OUT	SOLD OUT	12/27/95	2	0.6
			WELLINGTON	3-2.5	2330	SOLD OUT	SOLD OUT	3/21/96	4	1.4
			BUCKINGHAM	3-3.5	2550	SOLD OUT	SOLD OUT	6/30/96	1	0.3
								9/24/96	1	0.4
			AVERAGES					SINCE OPENING	47	2.1
LANDMARK VILLAGE DIVERSEY & WOLCOTT CHICAGO-LAKE VIEW ENTERPRISE DEV. 101	2/12/94	160	UNIT C1	1-1	850	SOLD OUT	SOLD OUT	9/30/95	130	6.6
			UNIT D	2-2	1320	SOLD OUT	SOLD OUT	12/31/95	4	1.3
			UNIT C2	2-1.5	1341	SOLD OUT	SOLD OUT	3/31/96	1	0.3
			UNIT A	2-2	1470	209,500	201,350	6/24/96	14	5.0
								9/24/96	2	0.7
								12/10/96	1	0.4
			AVERAGES		1470	209,500	201,350	SINCE OPENING	152	4.5

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								QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO SALES RATE FOR QTR.
LINCOLN LOFTS BELMONT & ASHLAND CHICAGO-LAKE VIEW IMPERIAL REALTY 181	8/01/95	52	304	1-1	995	SOLD OUT	SOLD OUT	8/01/95	0	0.4
			206	2-2	1279	SOLD OUT	SOLD OUT	9/21/95	23	1.5
			409	2-2	1287	SOLD OUT	SOLD OUT	12/27/95	10	1.1
			415	1-1	1291	SOLD OUT	SOLD OUT	3/25/96	16	1.5
			14	2-2	1373	SOLD OUT	SOLD OUT	6/24/96	1	1.3
			15	2-2	1450	SOLD OUT	SOLD OUT	9/26/96	2	1.6
			321	1-1.5	1480	SOLD OUT	SOLD OUT			
			301	2-2.5	1939	SOLD OUT	SOLD OUT			
			AVERAGES					SINCE OPENING	52	1.8
MANDEL BROTHERS LOFT HOMES 811 W. ALDINE AVENUE CHICAGO-LAKE VIEW SCHEMA DEV. 102	6/01/93	12	2S	2-2.5	1752	SOLD OUT	SOLD OUT	6/28/95	7	1.3
			3S	2-2.5	1786	SOLD OUT	SOLD OUT	9/30/95	2	1.6
			2N/5N	2-2.5	1790	SOLD OUT	SOLD OUT	12/27/95	1	1.3
			4S	2-2.5	1801	SOLD OUT	SOLD OUT	3/28/96	0	1.0
			5S	2-2.5	1812	SOLD OUT	SOLD OUT	6/24/96	0	1.0
			3N/4N	2-2.5	1830	SOLD OUT	SOLD OUT	9/30/96	2	1.6
			1N	2-2.5	1990	SOLD OUT	SOLD OUT			
			6N	3-3.5	2028	SOLD OUT	SOLD OUT			
			1S	2-2.5	2050	SOLD OUT	SOLD OUT			
			6S	2-2.5	2224	SOLD OUT	SOLD OUT			
			AVERAGES					SINCE OPENING	12	0.3
NEWPORT PLACE NEWPORT & RACINE CHICAGO-LAKE VIEW OGDEN PARTNERS 136	3/15/95	25	AMES	2-1.5	1325	SOLD OUT	SOLD OUT	6/22/95	7	2.2
			COOLIDGE	2-2.5	1606	SOLD OUT	SOLD OUT	9/30/95	6	1.8
			SULLIVAN	2-2.5	1816	SOLD OUT	SOLD OUT	12/27/95	6	2.1
			RICHARDSON	3-2.5	1980	SOLD OUT	SOLD OUT	3/27/96	4	1.3
								6/24/96	1	0.3
								7/30/96	1	0.8
			AVERAGES					SINCE OPENING	25	1.5

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG. MO SALES RATE FOR QTR.
POST CARD PLACE	8/04/96	72	02	1-1	1028	131,990	130,840	8/04/96	0	0.8
RAVENSWOOD & IRVING PARK ROAD			4/6/8/10	1-1	1035	131,990	130,840	9/30/96	22	6
CHICAGO-LAKE VIEW			12/14	1-1	1076	138,990	137,840	12/17/96	12	6
ENTERPRISE DEV 194			412/512	2-1	1116	167,990	168,840		0	0
			16/18	1-1	1160	140,990	139,840		0	0
			411/511	2-1	1194	176,990	177,840		0	0
			09	1-1	1296	SOLD OUT	SOLD OUT			
			13	1-1	1308	159,900	158,750			
			15/17/19/21	1-1	1348	170,490	169,340			
			05	2-2	1525	179,990	178,840			
			01	2-2	1570	186,990	185,840			
			03	2-2	1781	199,990	198,840			
			222	3-1	2379	310,990	312,840			
			AVERAGES		1377	174,774	174,208	SINCE OPENING	34	7
SKY BOX LOFTS	6/01/96	23	06	1-1	1005	139,900	138,200	6/01/96	0	0.0
SHERIDAN & FREMONT			08	1-1	1150	149,900	148,200	6/26/96	2	2.5
CHICAGO-LAKE VIEW			02	0-1.5	1354	189,900	188,200	9/30/96	5	1.6
KOENIG-STREY 156			404	2-2	1440	242,900	241,200	12/16/96	2	0.8
			04	2-2	1450	197,900	196,200		0	0.0
			AVERAGES		1280	184,100	182,400	SINCE OPENING	9	1.4

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	SALES HISTORY	
									TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO SALES RATE FOR QTR.
3400 LAKE SHORE DRIVE ROSCOE & LAKE SHORE CHICAGO-LAKE VIEW HABITAT 139	9/01/93	49	PLAN F	2-2	1640	SOLD OUT	SOLD OUT	9/21/95	35	1.4
			PLAN 1866	2-2	1866	317,500	313,200	12/27/95	3	0.9
			PLAN A	2-2	2240	379,500	375,200	3/31/96	1	0.3
			PLAN E	2-2.5	2310	SOLD OUT	SOLD OUT	6/30/96	3	1.0
			PLAN B	3-3	2425	SOLD OUT	SOLD OUT	9/30/96	5	1.7
			PLAN C	3-3	2675	SOLD OUT	SOLD OUT	12/30/96	2	0.7
			PLAN D	4-4.5	3175	SOLD OUT	SOLD OUT			
			PLAN G	4-4	3950	SOLD OUT	SOLD OUT			
			AVERAGES		2053	348,500	344,200	SINCE OPENING	49	1.2
3410 LAKE SHORE DRIVE CONDOMIN 3410 LAKE SHORE DRIVE CHICAGO-LAKE VIEW VILAS DVLPMNT 166	1/10/94	220	J	0-1	525	59,900	60,750	9/30/95	125	6.0
			C	0-1	525	64,900	65,750	12/30/95	25	8.3
			K	1-1	575	69,900	71,750	3/25/96	20	7.1
			O	1-1	720	107,900	109,750	6/30/96	10	3.1
			G	1-1	750	SOLD OUT	SOLD OUT	9/25/96	8	2.9
			E	1-1	850	SOLD OUT	SOLD OUT	12/09/96	6	2.4
			L/M	2-2	950	SOLD OUT	SOLD OUT			
			F	2-1	1000	143,900	147,750			
			N	2-1.5	1035	SOLD OUT	SOLD OUT			
			H/I	2-2	1390	209,900	211,750			
			D	2-2	1400	164,900	166,750			
			A	2-2	1575	169,900	171,750			
			AVERAGES		964	123,900	125,750	SINCE OPENING	194	5.5

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO SALES RATE FOR QTR.
ALTGELD CLUB CONDOMINIUMS FULLERTON AND SOUTHPORT CHICAGO-LINCOLN PARK MCL DEVELOPMENT 195	7/21/96	59	GREENVIEW	1-1	793	149,900	148,300	7/21/96	0	2.4
			ALTGELD	1-1	823	143,900	142,300	9/30/96	4	1.7
			CLEVELAND	1-1	915	143,900	142,300	12/18/96	6	2.3
			EDWARD	1-1	958	158,900	157,300		0	0.0
			BELDEN	2-2	1212	209,900	208,300		0	0.0
			FULLERTON II	2-2	1230	238,900	237,300		0	0.0
			FULLERTON I	2-2	1244	215,900	214,300			
			MONTANA I	2-1.5	1254	229,900	229,300			
			MONTANA II	2-1.5	1262	232,900	232,300			
			HALSTED II	2-1.5	1304	240,900	240,300			
			HALSTED I	2-1.5	1319	240,900	240,300			
			DICKENS I	2-2	1338	233,900	232,300			
			PAULINA	2-1.5	1403	256,900	256,300			
			DICKENS II	2-2	1443	253,900	252,300			
			JANSSEN	2-1.5	1475	269,900	269,300			
			LILL	2-2	1539	314,900	313,300			
			KENMORE	2-2	1723	305,900	304,300			
			AVERAGES		1249	225,959	224,712	SINCE OPENING	10	0.0
ALTGELD CLUB TOWNHOMES FULLERTON AND SOUTHPORT CHICAGO-LINCOLN PARK MCL DEVELOPMENT 196	7/21/96	46	ARLINGTON	2-1.5	1754	359,900	348,350	7/31/96	0	0.0
			CLIFTON	2-2.5	1963	399,900	386,350	9/30/96	4	2.0
			DRUMMOND	3-2.5	2316	469,900	457,350	12/18/96	-2	-0.8
			BOSWORTH	3-2.5	2320	449,900	437,350		0	0.0
			ELSTON	3-2.5	2750	559,900	547,350		0	0.0
			AVERAGES		2221	447,900	435,350	SINCE OPENING	2	0.4

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO SALES RATE FOR QTR.
WOLCOTT ROW	1/29/95	56	A	2-2	1230	SOLD OUT	SOLD OUT	1/29/95	0	2.4
DIVERSEY & WOLCOTT			A-GABLE	2-2	1285	SOLD OUT	SOLD OUT	3/23/95	7	3.9
CHICAGO-LINCOLN PARK			B	3-2	1447	SOLD OUT	SOLD OUT	6/22/95	15	3.0
DIVERSEY PTNRS 124			B-CORNER	3-2	1487	SOLD OUT	SOLD OUT	9/21/95	11	.7
			B-GABLE	3-2	1502	SOLD OUT	SOLD OUT	12/28/95	12	.8
								3/25/96	11	.8
AVERAGES								SINCE OPENING	56	.0

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MAP FACTORY LOFTS	2/20/95	40	32-34/37-39	2-1	1020	SOLD OUT	SOLD OUT	2/20/95	0	3.8
5235 N. RAVENSWOOD			2 & 3	1-1	1060	SOLD OUT	SOLD OUT	3/25/95	18	5.0
CHICAGO-LINCOLN SQR			16-20/22-27	1-1	1110	SOLD OUT	SOLD OUT	6/22/95	17	5.9
GARRISON PTNRS 122			1, 15, 29	2-1	1200	SOLD OUT	SOLD OUT	9/21/95	0	.0
								12/27/95	3	.9
								3/25/96	2	.7
AVERAGES								SINCE OPENING	40	.0

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HABERDASHER SQUARE LOFTS	10/01/94	234	09	1-1	646	SOLD OUT	SOLD OUT	9/30/95	121	10.1
728 WEST JACKSON			24	0-1	745	SOLD OUT	SOLD OUT	12/28/95	26	8.0
CHICAGO-LOOP			17	1-1	800	113,900	111,700	3/31/96	10	8.2
HOME BY INVSCO 179			10	1-1	829	SOLD OUT	SOLD OUT	6/30/96	21	8.0
			18	1-1	841	121,900	119,700	9/30/96	14	7.7
			11	1-1	908	SOLD OUT	SOLD OUT	12/10/96	8	5.5
			25	1-1	982	135,500	133,300			
			15	1-1	1025	SOLD OUT	SOLD OUT			
			19	2-1.5	1122	154,300	153,100			
			21	2-1.5	1155	144,900	143,700			
			13	2-2	1187	SOLD OUT	SOLD OUT			
			14	2-2	1193	SOLD OUT	SOLD OUT			
			23	2-1.5	1236	SOLD OUT	SOLD OUT			
			04	2-2	1315	SOLD OUT	SOLD OUT			
			08	2-1.5	1336	SOLD OUT	SOLD OUT			
			16	2-2	1358	173,900	171,700			
			20	2-2	1378	185,000	182,800			
			05	2-2	1385	SOLD OUT	SOLD OUT			
			26	1-1	1406	160,000	157,800			
			03	2-2	1429	SOLD OUT	SOLD OUT			
			12	2-2	1461	SOLD OUT	SOLD OUT			
			07	2-2	1517	SOLD OUT	SOLD OUT			
			22	2-2	1522	198,500	196,300			
			06	3-2	1568	SOLD OUT	SOLD OUT			
			02	2-2	1641	205,700	203,500			
			01	3-2	1915	SOLD OUT	SOLD OUT			
				AVERAGES	1221	159,360	157,360	SINCE OPENING	200	7.6

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG. MO SALES RATE FOR QTR.
RIVER PLAZA 405 N. WABASH CHICAGO-LOOP ATLANTIS PROP. 127	3/14/94	697	TIER 12 PLAN 760 TIER 10 TIER 02 TIER 13 TIER 11 TIER 03/10	0-1 1-1 1-1 1-1 1-1 1-1 2-2	525 760 820 890 935 1000 1250	SOLD OUT 145,000 150,000 SOLD OUT 153,000 SOLD OUT 210,000	SOLD OUT 145,500 150,500 SOLD OUT 153,500 SOLD OUT 210,500	9/30/95 12/31/95 3/31/96 6/30/96 9/25/96 12/30/96	573 27 6 41 7 24	31.0 19.0 22.0 27.7 22.5 27.5
			AVERAGES		941	164,500	165,000	SINCE OPENING	678	20.2
THE BUCKINGHAM 360 EAST RANDOLPH CHICAGO-LOOP HABITAT 168	7/20/94	305	06N 02/05 07N 02S CORNER II CORNER I 3 BED	1-1 1-1.5 2-2 2-2 2-2 2-2 3-2.5	770 1003 1298 1479 1550 1562 1875	SOLD OUT 165,500 SOLD OUT SOLD OUT SOLD OUT 245,000 268,500 SOLD OUT	SOLD OUT 162,950 SOLD OUT SOLD OUT 243,450 266,950 SOLD OUT	9/30/95 12/31/95 3/31/96 6/30/96 9/24/96 12/09/96	193 15 27 5 6 4	5.5 10.0 9.0 11.7 11.1 11.6
			AVERAGES		1372	226,333	224,450	SINCE OPENING	250	8.7
THE PARKSHORE 195 N. HARBOR DR. CHICAGO-LOOP BARTON GROUP 132	1/01/95	482	MERIDIAN BARCLAY BRISTOL PLAZA MAYFAIR PENINSULA	1-1 1-2 2-2 2-2 2-2 3-2.5	704 1139 1139 1221 1294 1569	125,500 192,000 189,500 189,900 249,500 299,500	123,850 188,350 187,850 188,250 247,850 297,850	9/21/95 12/27/95 3/27/96 6/30/96 9/30/96 12/30/96	227 32 29 25 49 17	26.1 10.0 9.7 8.1 16.3 5.7
			AVERAGES		1178	207,650	205,667	SINCE OPENING	379	15.8

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TRANSPORTATION BUILDING DEARBORN & HARRISON CHICAGO-LOOP BBE ASSOCIATES 183	7/28/95	294	05	1-1	878	SOLD OUT	SOLD OUT	9/30/95	75	35.7
			08/10	1-1	883	94,900	91,500	12/29/95	25	8.3
			03/09	1-1	914	SOLD OUT	SOLD OUT	3/31/96	35	1.3
			04/14	1-1	983	110,500	107,100	6/27/96	10	2.4
			06/12	1-1	991	110,500	107,100	9/25/96	5	1.7
			07	1-1.5	1094	114,500	110,100	12/16/96	11	4.1
			01/11	2-1	1177	124,500	123,100			
			02/16	2-1	1367	161,500	160,100			
				AVERAGES	1083	119,400	116,500	SINCE OPENING	161	7

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CLEVELAND COURT	11/17/96	57	E	2-1.5	1176	194,800	187,000	11/17/96	0	0.0
CLEVELAND & BLACKHAWK			A	2-3	1725	259,800	249,000	12/17/96	4	4.0
CHICAGO-NEAR NORTH			B	2-2.5	1795	244,800	235,000		0	0.0
WOOTON CONST 203			C	3-3	2032	269,800	260,000		0	0.0
			D	3-3	2240	359,000	346,200		0	0.0
				AVERAGES	1794	265,640	255,440	SINCE OPENING	4	4.0
EAST WATER PLACE	2/15/96	54	ADLER	3-3	1940	325,000	312,200	2/15/96	0	0.0
MCCLURG CT. & NORTH WATER ST.			SULLIVAN	3-3.5	2480	445,000	428,200	3/31/96	10	6.7
CHICAGO-NEAR NORTH			RICHARDSON	3-3.5	2850	460,000	443,200	6/30/96	30	10.0
OGDEN PARTNERS 103								9/24/96	8	2.9
								12/09/96	1	0.4
				AVERAGES	2423	410,000	394,533	SINCE OPENING	49	5.0
ERIE CENTRE LOFTS	9/21/96	106	20/21	1-1	770	108,900	106,800	9/21/96	0	0.0
ERIE WEST OF ORLEANS			19	1-1	830	125,900	123,800	9/30/96	0	0.0
CHICAGO-NEAR NORTH			05	1-1	932	140,900	138,800	12/16/96	37	14.8
CHICAGO URBAN PR 197			08	1-1	1021	144,900	142,800		0	0.0
			03	1-1	1136	167,900	165,800		0	0.0
			06	2-2	1252	197,900	195,800		0	0.0
			07	2-2	1354	214,900	212,800			
			02	2-2	1500	229,900	227,800			
			13	2-2	1543	219,900	217,800			
			502	2-2	1767	SOLD OUT	SOLD OUT			
			503	2-2	2132	393,900	391,800			
				AVERAGES	1247	194,500	192,400	SINCE OPENING	37	13.2

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	----- SALES HISTORY -----	
									TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO. SALES RATE FOR QTR.
HERMITAGE HURON & CLARK CHICAGO-NEAR NORTH HOME BY INVSCO 147	1/15/96	239	STUDIO	0-1	636	SOLD OUT	SOLD OUT	1/15/96	0	0.0
			1 BED CENTER	1-1	863	140,900	141,700	3/15/96	72	36.0
			1 BED CORNER	1-1	907	151,000	151,800	6/30/96	107	30.6
			2 BEDROOM	2-2	1227	170,900	171,700	9/25/96	19	6.8
								12/09/96	17	6.8
			AVERAGES		999	154,267	155,067	SINCE OPENING	215	19.9
HOMES OF MOHAWK NORTH-CONDO LARRABEE & NORTH AVENUE CHICAGO-NEAR NORTH MCL 134	3/15/96	50	PLAN III	2-1.5	1100	134,900	141,900	3/15/96	0	0.0
								6/30/96	0	0.0
								9/25/96	38	13.6
								12/09/96	9	3.6
			AVERAGES		1100	134,900	141,900	SINCE OPENING	47	5.3
HOMES OF MOHAWK NORTH-TH LARRABEE SOUTH OF NORTH AVENUE CHICAGO-NEAR NORTH MCL 135	3/15/96	11	PLAN II	3-2	1655	294,900	282,400	3/15/96	0	0.0
			PLAN II W/FINSH	4-3	2483	316,900	312,400	6/25/96	3	0.9
								9/25/96	0	0.0
								12/09/96	1	0.4
			AVERAGES		2069	305,900	297,400	SINCE OPENING	4	0.5
OLD TOWN SQUARE-CONDOMINIUMS WEST SCOTT ST., W. OF WELLS ST CHICAGO-NEAR NORTH MCL 104	2/15/96	24	SULLIVAN I	1-1	836	124,900	128,700	2/15/96	0	0.0
			SULLIVAN II	2-2	1140	154,900	158,700	3/31/96	3	2.0
								6/30/96	1	0.3
								9/27/96	2	0.7
								12/10/96	0	0.0
			AVERAGES		988	139,900	143,700	SINCE OPENING	6	0.6

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PROGRAM/LOCATION/ DEVELOPER	OPENING DATE	TOTAL UNITS	MODEL NAME	BEDS/ BATHS	SQ FT	SALES PRICE	ADJUSTED SALES PRICE	QUARTER ENDING	TOTAL INCRE- MENTAL SALES FOR QTR.	AVG MO. SALES RATE FOR QTR.
OLD TOWN SQUARE-TOWNHOMES WEST SCOTT ST., W. OF WELLS ST CHICAGO-NEAR NORTH MCL 129	2/15/96	59	SCOTT BURTON WELLS	2-1 2-1 2-1	1425 1445 2000	249,900 269,900 345,900	248,900 262,900 344,900	2/15/96 3/31/96 6/20/96 9/26/96 12/10/96	0 19 1 6 -5	0.0 12.7 0.4 1.9 -2.0
			AVERAGES		1623	288,567	285,567	SINCE OPENING	21	2.1
ORCHARD PARK TOWNHOMES CLYBOURN & HALSTED CHICAGO-NEAR NORTH CHICAGO DWELL. 118	1/30/96	54	ARMITAGE BURLING CONCORD	2-2 3-2 3-2	1100 1475 1500	195,000 255,000 265,000	185,750 246,750 256,750	1/30/96 3/30/96 6/30/96 9/30/96 12/10/96	0 4 5 2 4	0.0 2.0 1.7 0.7 1.7
			AVERAGES		1358	238,333	229,750	SINCE OPENING	15	1.5
PARK NEWBERRY DEARBORN & DELAWARE CHICAGO-NEAR NORTH PONTARELLI 188	10/15/95	180	BUCKINGHAM ASTOR CHESTNUT DELAWARE ELM IVY HAMILTON FAIRBANKS GRANT JEFFERSON MAPLE LINCOLN KENSINGTON	1-1 1-1 1-1.5 1-1 1-1.5 2-2 2-2 2-2 3-2 2-2.5 3-3 3-2.5	900 915 1011 1125 1141 1384 1439 1497 1607 1635 1911 2138 2297	SOLD OUT SOLD OUT SOLD OUT SOLD OUT SOLD OUT 289,000 280,000 310,000 360,000 350,000 SOLD OUT 415,000 360,000	SOLD OUT SOLD OUT SOLD OUT SOLD OUT SOLD OUT 287,000 278,000 308,000 358,000 349,000 SOLD OUT 412,000 358,000	10/15/95 12/30/95 3/31/96 6/30/96 9/25/96 12/09/96	0 0 88 4 8 6	0.0 0.0 29.3 1.3 2.9 2.4
			AVERAGES		1714	337,714	335,714	SINCE OPENING	106	7.7

DRAWING (FOR REVIEW AND COMMENT)

APPENDIX A

Declaration of Condominium

Do not
add
in
apex

APPENDIX B

Form of Purchase Contract

C

OLD TOWN SQUARE UNIT ONE
CONDOMINIUM PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made by and between "Buyer #1 Name" and "Buyer #2 Name" of "Buyer's Current Address", "City", "State" "Zip" ("Buyer") and Melk Development/MCL Scott Sedgwick, L.P., an Illinois Limited Partnership of 1337 W. Fullerton, Chicago, Illinois 60614 ("Seller").

1. Ownership. Seller shall sell to Buyer and Buyer shall purchase from Seller the premises consisting of Unit No. "Unit #" located in Building "Building", Type "Type" (the "Premises") located at "Unit Address", Chicago, Illinois, together with its undivided percentage interest in the Common Elements of the Parcel and improvements thereon (collectively, the "Property"), which percentage is set forth in the Declaration of Condominium for Old Town Square Unit One Condominium (the "Declaration").

2. Description of Real Estate. All condominium units at Old Town Square Unit One Condominium (the "Condominium") are located on a portion (the "Parcel") of the real estate described on the attached Exhibit A.

3. Personal Property. The items of personal property listed on Exhibit B attached hereto are included in the purchase price and will be transferred by Seller to Buyer at closing by means of a Warranty Bill of Sale.

4. Price and Terms. The total Purchase Price shall be "Purchase Price", plus the total of any amendment amounts. Buyer has paid 10% of the Purchase Price with the execution of this Contract (the "Earnest Money"). The Earnest Money shall be held in a segregated earnest money account (the "Account") used exclusively for holding earnest money deposits, for the mutual benefit of the parties. The closing of the transaction contemplated by this Contract (the "Closing") shall occur on the Closing Date (as defined below). Buyer shall pay the balance of the Purchase Price, plus or minus prorations, on the Closing Date (as defined below) by certified or cashier's check. Buyer shall receive a credit on the Closing Date for interest paid on the Earnest Money while deposited in the Account as required by the Act (as defined below).

5. Mortgage Contingency. (a) This Contract is contingent upon Buyer's ability to procure on or before "Mortgage Contingency Date" a mortgage commitment for "Mortgage Contingency Amount" at a fixed or adjustable interest rate not to exceed prevailing rates, to be amortized over 30 years, with the original service charge not to exceed 3%. Buyer shall pay the lender's customary application fee, service charge and all of the lender's customary credit, appraisal, mortgage insurance and closing costs.

(b) Buyer hereby represents and warrants to Seller that Buyer is purchasing the Premises for Buyer's personal residence, to be occupied by Buyer upon closing hereunder. Buyer agrees to promptly apply for such mortgage loan, furnish all necessary information and execute all necessary documents including any application and any and all documents necessary for the completion of an application for a first mortgage on the Premises, in the form required by the lender, together with all instruments reasonably required to complete and make the loan fully merchantable in all respects. If requested to do so by Seller, Buyer agrees to apply to a lender designated by Seller promptly after the execution hereof. If, after making every reasonable effort, Buyer is unable to procure such commitment on or before "Mortgage Contingency Date" and so notifies Seller thereof within that time, this Contract shall be null and void and the Earnest Money and all accrued interest on the Earnest Money attributable to the Base Purchase Price shall be returned to Buyer, provided, however, that Seller shall retain from monies paid by Buyer a sum deemed by Seller sufficient to compensate Seller for the price of all Extras supplied to the building site or installed by Seller or for which Seller shall become obligated to pay prior to termination of this Contract. Notwithstanding the foregoing, if Seller, at its option, within sixty (60) days following Buyer's notice, procures for Buyer such a commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. Buyer agrees to cooperate with Seller or such lender or lenders designated by Seller in the event Seller exercises the option described above to the same extent as Buyer is required to cooperate with the lender to which Buyer first applied.

6. Broker. Buyer warrants that no brokers, salespersons or any other parties other than MCL Realty Corporation and "Broker's Firm" were instrumental in submitting, showing or selling the Premises to Buyer. Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost, damage or liability resulting from a claim by any other broker or finder for a right to a commission, referral fee or finder's fee for showing or introducing Buyer to the Premises.

7. Closing Date and Title Insurance. (a) The Closing Date is estimated to be "Estimated Closing Date". Notwithstanding such estimated Closing Date, the actual Closing Date shall be selected by Seller upon not less than fourteen (14) days prior notice to Buyer; provided, however, that the Closing Date shall not be set earlier than thirty-five (35) days from the Acceptance Date. In the event the sale does not close on or before "Drop Dead Date" through no fault of Buyer, on fourteen (14) days prior written notice to Seller and Seller's failure to close, Buyer may terminate the Contract and receive a refund of Buyer's Earnest Money and the accrued interest thereon and all monies paid by Buyer pursuant to paragraph 13 as Buyer's sole remedy. This transaction shall be closed and the payment of the balance of the Purchase Price and delivery of deed shall be made through an escrow (the "Escrow") established with a title company of Seller's selection authorized to act as escrowee in Illinois (the "Escrowee") in accordance with the general provisions of the usual form deed and money escrow then in use by the

Escrowee modified to conform to the terms of this Contract. Seller shall provide at its cost, an Owner's Title Insurance Policy issued by a title insurance company of Seller's selection (the "Title Insurer") with extended coverage over all general exceptions in the full amount of the Purchase Price, subject only to the matters set forth in paragraph 8(b). Buyers's mortgage, trust deed or other security documents, liens or other matters insured over by the Title Insurer, and acts done or suffered by Buyer. Seller shall pay all charges normally attributable to sellers, including the cost of the Owner's Title Insurance Policy, State and County transfer stamps, and one-half (1/2) of the Escrow fee. Buyer shall pay all charges normally attributable to buyers, including deed and mortgage recording charges, Mortgage Title Insurance Policy, one-half (1/2) of the Escrow fee (or, if no escrow, the Agency Fee), City of Chicago transfer stamps, and all costs of the money lender's escrow, if any. Buyer shall be given possession of the Premises on the Closing Date, provided Buyer has performed all of its obligations hereunder.

(b) In the event that subsequent to Closing either party shall determine that the Closing Statement or any other document relating to the Closing contains errors or omissions which result in Buyer obtaining the Unit for a sum different from the amount that Buyer would have paid if no such errors or omissions were present ("Real Value"), if the Real Value shall be more than the amount paid by Buyer at Closing, upon written notice thereof, Buyer shall pay to Seller the difference between the Real Value and the amount paid by Buyer at Closing within five (5) days of written notice from Seller. If the Real Value shall be less than the amount paid by Buyer at Closing, upon written notice thereof, Seller shall pay to Buyer the difference between the Real Value and the amount paid by Buyer at Closing within five (5) days of written notice from Buyer.

8. Title and Conveyance. (a) Buyer agrees that Buyer personally assumes the obligations appurtenant to Buyer's Unit under the Declaration, as hereinafter defined, providing for the maintenance and upkeep of the Condominium from and after the Closing Date.

(b) At Closing, Seller shall cause to be conveyed to Buyer by Warranty Deed, title to the Premises, subject only to the following provided the same do not interfere with Buyer's intended use of the Premises as a condominium residence for a single family: (1) real estate taxes not yet due and payable; (2) zoning and building laws or ordinances; (3) all rights, easements, restrictions, conditions and reservations of record or contained in the Declaration of Condominium for Old Town Square Unit One Condominium (the "Declaration") or Plat of Resubdivision and a reservation by Old Town Square Unit One Condominium Association (the "Association") to itself and its successors and assigns, for the benefit of all Unit Owners at the Condominium, of the rights and easements set forth in the Declaration; (4) Utility easements of record, provided the Premises does not encroach thereon; (5) easement for ingress/egress for Old Town Square Unit One Homeowners Association; (6) provisions of the Condominium Property Act of Illinois (the "Act"); (7) any IRPTA Disclosure Document recorded prior to Closing; (8) such other matters as to which the Title Insurer commits to insure Buyer against loss or damage.

(c) Real estate taxes and any other items customarily prorated are to be adjusted as of the Closing Date; provided, however, that Seller shall pay all 1995 real estate taxes when due. Real estate taxes for subsequent years shall be prorated on the basis of the last ascertainable real estate tax bill, provided, however, that in the event the bill for the second installment of the real estate taxes for subsequent years is unavailable on or before the Closing Date, real estate taxes shall be prorated based upon the most recently ascertainable assessed valuation, equalization factor and tax rate. If the last ascertainable real estate tax bill is assessed against the Parcel, the tax on the Premises shall be determined by Seller by multiplying the last ascertainable real estate tax bill by the percentage ownership interest in the Common Elements appurtenant to the Premises. If the last ascertainable real estate tax bill is assessed against the Parcel and other real estate, the portion attributable to the Parcel shall be determined by multiplying the number of square feet in the Parcel by the most recent ascertainable assessed valuation of land, equalization factor and tax rate and shall be deemed the "last recent ascertainable real estate tax bill" for purposes of the preceding sentence. At Closing, the proration for years in which divided tax bills are not anticipated shall be paid into a segregated account ("Seller's Tax Account") established by Seller for payment of real estate taxes when due on the Parcel. Seller shall be entitled to all net earnings of the escrow account with regard to Seller's share of the real estate taxes. Buyer shall also pay its share of real estate taxes for the Premises from the Closing Date to the end of such calendar year into a segregated account ("Buyers' Tax Account"). The Association shall be entitled to all earnings on the Buyers' Tax Account. To the extent the amounts deposited or prorated at Closing are insufficient to pay the Unit's share of real estate taxes when due, the balance due for the Unit shall be paid by Buyer to the Association on demand. The parties further agree that hazard and liability insurance will be procured by Seller, and Buyer shall pay Buyer's proportionate share of the premium prorated as of the Closing Date. All proration at closing are final.

9. Defaults. A failure to appear at the time and place stated in the notice of Closing Date, a failure to furnish all requested credit information and sign customary papers relating to the application and securing of a mortgage commitment pursuant to Paragraph 5, or a failure to enter into an escrow agreement or make the deposits required thereunder shall be a default. In the event that the closing shall not occur for any reason not attributable to fault of Seller other than Buyer's failure to obtain a loan commitment as provided in Paragraph 5, then Seller shall have the right to retain as liquidated damages all monies paid by Buyer as Earnest Money and monies paid by Buyer pursuant to paragraph 15 as Seller's sole and exclusive remedy. In the event Seller shall fail or be unable to deliver title to the Premises as herein provided on account of title defects which Buyer is unwilling to waive, this Contract shall be terminated and the Earnest Money shall be returned forthwith to the Buyer. Return of all Buyer's funds as aforesaid shall be Buyer's sole and exclusive remedy in the event of Seller's default hereunder. Notwithstanding the foregoing, in the event of a willful or intentional default by Seller, Buyer shall be entitled either to return of the Earnest Money and all monies paid by Buyer pursuant to paragraph 15 or alternatively

to pursue an action for specific performance as its exclusive remedies

hereunder. In the event the Closing does not occur on the date selected by Seller pursuant to Section 7 hereof through no fault of Seller and Seller does not elect to terminate the Contract, Buyer shall pay to Seller as a late closing fee, interest on the Purchase Price, as amended, at 12% per annum from the date selected by Seller for closing pursuant to Section 7 to the actual date upon which the Closing occurs.

10. Construction. (a) Seller shall improve the Parcel with residential buildings including the Premises substantially in accordance with the plans and specifications for the Premises on file in Seller's office, subject to change orders entered into by Buyer and Seller after the date hereof, if any, and any specifications attached hereto. Any model unit maintained by Seller may include nonstandard features and may not be relied upon as a model of what will be included in the Premises when completed. Seller reserves the right to substitute or change materials or brand names to those of similar color or similar or better quality and utility and to make changes in construction as may be required by material shortages, strikes, stoppages, labor difficulties, or such emergency situation as may, in Seller's reasonable judgment, require the same. Seller also may make such changes in the plans for Units other than the Premises as Seller deems appropriate. Seller shall proceed diligently with construction work. Seller shall not be liable, and the obligation of Buyer hereunder shall not in any manner be excused or varied, if construction is delayed or prevented by war, acts of God, riots, civil commotion, governmental regulation, strikes, labor or material shortage, unseasonable weather conditions, or other causes beyond Seller's control.

(b) When notified by Seller, Buyer shall make all color and material selections permitted for the premises from among such samples and on such forms as Seller shall provide. If Buyer fails to make all or any part of such selections within ten (10) days from Seller's notice, Seller is hereby authorized to complete the Premises as Seller may deem suitable or alternatively, Seller may terminate the Contract by written notice to terminate. In the event of such termination, the Earnest Money with accrued interest thereon and all monies paid by Buyer pursuant to Paragraph 15 shall be refunded to Buyer. Buyer acknowledges and agrees that failure to make selections within such time will result in delay of the dates set forth in Section 7 hereof.

(c) When notified by Seller that the Premises is substantially completed, Buyer shall have the right to inspect the Premises with an authorized representative of Seller for the purpose of agreeing on a punch list of items not yet completed, which items shall be completed by Seller within 45 days of the Closing Date. Buyer's refusal to close under this Contract because of either Buyer's failure to conduct such inspection prior to the Closing Date or Buyer's refusal to close because all items on the punchlist are not completed prior to the Closing Date shall constitute a default by Buyer hereunder. The Closing shall be scheduled upon substantial completion and no holdback shall be required for incomplete punchlist items. However, if Buyer's lender requests a holdback escrow for incomplete items, Seller shall, at its election, either delay the Closing to complete such items or agree to a holdback escrow. Buyer shall afford Seller reasonable access to the Premises after Closing to complete punchlist items and to do warranty work pursuant to Paragraph 11 hereof.

(d) The thermal insulation utilized in construction of the Property shall be as follows:

Location of Insulation	Types of Insulation	Thickness of Insulation	R-Value
Exterior Masonry Walls	Unfaced Fiberglass Batt with Poly-vapor Barrier	2 in.	R-9
Exterior Ceiling	Fiberglass Batt	9 1/2 in.	R-30

(e) At all times prior to Closing and delivery of possession of the Premises to Buyer, Buyer may not enter the Premises unless Buyer is accompanied by an authorized representative of Seller during normal business hours. Any unauthorized entry upon the Premises or any portion thereof shall, at Seller's election, constitute grounds for cancellation of this Contract by Seller.

11. Warranty. Seller warrants the workmanship and material of the construction work in the Premises and the habitability of the Premises for a period of one (1) year from the date of tender of possession of the Premises, and the workmanship and materials in the Common Elements for a period of one (1) year from the date of completion of the portion of the Common Element: as to which the warranty claim is asserted (the "Warranty Period"), against defects arising out of faulty workmanship or material. Seller shall also assume the obligations of the manufacturers' warranties covering consumer products, if any, to be conveyed to Buyer hereunder ("Consumer Products") from and after their expiration until the expiration of the Warranty Period. Seller shall correct defective work in accordance with the terms of the Homeowner Limited Warranty Manual delivered to Buyer prior to Closing. These warranties of workmanship and materials and of habitability may not be assigned or transferred by Buyer and shall be enforceable only by Buyer and not by Buyer's grantees or other successors in interest. At closing, Seller shall deliver to Buyer all manufacturers' warranties, if any, covering the Consumer Products.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 11, SELLER HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, HABITABILITY (EXCEPT AS EXPRESSLY WARRANTED ABOVE FOR ONE YEAR) AND MERCHANTABILITY. THE LIMITED WARRANTIES CONTAINED

HEREIN IS DEEMED TO BE A CONSUMER PRODUCT UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, THEN, AND ONLY IN THAT EVENT, THE DISCLAIMER OF IMPLIED WARRANTY SHALL COMMENCE FROM AND AFTER THE EXPIRATION OF THE EXPRESS WARRANTIES SET FORTH HEREIN.

12. Survey and Insurance Certificate. On the Closing Date, Seller shall deliver to Buyer a copy of those pages of the survey attached to the Declaration locating the Premises and the improvements on the Parcel and an insurance certificate disclosing the types and amounts of insurance in force.

13. Offer. This document shall be considered a firm offer by Buyer which shall remain open in consideration of the Seller's reserving the Premises for Buyer for twenty (20) days from the date hereof, and may be accepted by Seller and executed at any time during said period. Upon execution by Seller, an executed copy of this document shall be sent to Buyer, otherwise, the firm offer shall be considered rejected and all funds deposited by Buyer shall be promptly returned to Buyer.

14. Reserves. At closing, Buyer shall deposit with the Association as a reserve an amount equal to two months' assessments for common expenses based on Seller's initial estimate of monthly assessments after the control of the Association passes to the first Board of Managers elected by the Members of the Association as provided for in the Declaration. Seller shall require a similar assessment reserve to paid by every other buyer of a unit at the Condominium.

15. Extras. Any additions, deletions and substitutions from the plans and specifications (the "Extras") selected by Buyer after the date hereof shall be evidenced by a written amendment to this Contract. The amount of the cost of the Extras shall be adjustments to the Purchase Price. Upon Seller's execution of such amendment, Buyer shall pay to Seller 20% of the cost of such Extras as additional Earnest Money. Funds deposited with Seller as additional Earnest Money shall be disbursed by Seller for completion of such Extras, at such times and in such amounts as Seller reasonably deems to be appropriate to pay for Extras. Buyer shall not be entitled to interest on funds deposited for Extras. Buyer and Seller acknowledge that it is the intent of Buyer to make selections and request Extras to the Premises after the date hereof. Such selections and Extras are subject to the approval of Seller in writing, which approval shall not be unreasonably withheld. Refusal will be reasonable if, among other things, such selections or Extras will materially affect the construction schedule. Notwithstanding the foregoing, in no event shall Seller be obligated to accept any change orders after sixty (60) days from the date hereof.

16. Authority. As of the date hereof, Seller is not the legal owner of the Property but is a contract Purchaser of the Property. In the event Seller is unable to acquire title to the Property, this Contract shall be null and void and the Earnest Money and all accrued interest on the Earnest Money and all monies paid by Buyer pursuant to Section 15 above shall be promptly returned to Buyer.

17. Miscellaneous. All notices and demands required hereunder shall be made in writing and the mailing of notice by first-class mail to the Seller or Buyer at the addresses given in the Contract shall be sufficient. Time is of the essence of this Contract. No representations, warranties, undertakings or promises other than those expressed herein, whether oral, implied, written or otherwise shall be considered a part of this transaction. This Contract may not be assigned by Buyer under any circumstances and any attempted assignment shall result in this Contract being declared null and void by Seller. All agreements and covenants contained herein shall be binding upon and inure to the benefit of the heirs, executors and administrators of the parties hereto. Buyer acknowledges receipt of the Property Report for the Condominium. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

CONTRACT DATE: *Today's Date(L)*

ACCEPTED THIS _____ DAY OF _____, 19____
(the "Acceptance Date")

BUYER:

SELLER:

Melk Development/MCL Scott Sedgwick L.P.
an Illinois Limited Partnership

Buyer #1 Name
S.S. #*S.S.#(L)*

By: MCL Companies of Chicago, Inc., an Illinois Corporation,
its General Partner

By: _____
Its: _____

Buyer #2 Name
S.S. #*S.S.#1*

RIDER TO CONDOMINIUM PURCHASE CONTRACT
Dated "Today's Date" By and Between
Seller and "Buyer #1 Name" and "Buyer #2 Name", As Buyer

Buyer's obligation under the contract to which this rider is attached (the "Contract") shall be subject to the approval of Buyer's attorney on or before "Rider's Date" of the terms of this Contract other than economic terms and delivery dates. If Buyer's attorney disapproves of any of the terms hereof (other than economic terms), and notifies Seller in writing within such time, this Contract shall be terminated and all earnest money shall be returned to Buyer. If Buyer fails to give notice of such attorney disapproval within such time, Buyer's attorney shall be deemed to have approved the Contract.

BUYER:

SELLER:

By: _____

Its: _____

CONDOMINIUM PURCHASE CONTRACT
Exhibit "A" to the Purchase Contract

Parcel 1: The West 53.0 feet of Lot 8 in Oscar Mayer's Resubdivision of various Lots and vacated alleys in various subdivisions in the West Half of the Northeast Quarter and in the East Half of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, recorded November 21, 1980 as document 25677341 and registered in the Registrar's Office of Cook County, Illinois on November 21, 1980 as document LR3189994, in Cook County, Illinois.

Parcel 2: Proposed Easement for Ingress and Egress over the East 6.0 feet of the West 53.0 feet of Lot 8 in Oscar Mayer's Resubdivision of various Lots and vacated alleys in various subdivisions in the West Half of the Northeast Quarter and in the East Half of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, recorded November 21, 1980 as document 25677341 and registered in the Registrar's Office of Cook County, Illinois on November 21, 1980 as document LR3189994, in Cook County, Illinois.

CONDOMINIUM PURCHASE CONTRACT
Exhibit "B" to the Purchase Contract

The following items of personal property are included in the Purchase Price and will be transferred by Seller to Buyer at closing by means of a Warranty Bill Sale:

Whirlpool

Refrigerator:	ET18TQDDW or N
Dishwasher:	DUS40CWDB
Gas Range:	SF365BEYW*
Disposal:	E-10
Range Hood:	RH2730XKW or N

*"F" units will include a Whirlpool Oven/Microwave Combo #RM7770PXBB and Whirlpool Gas Cooktop #SC8430ERW in lieu of Gas Range

APPENDIX C

PURCHASE PRICES AND ESTIMATED MONTHLY BUDGETS FOR OLD TOWN SQUARE UNIT ONE CONDOMINIUM

<u>Unit/Type</u>	<u>Purchase Price¹</u>	<u>Percent</u>	<u>Maintenance Assessments²</u>	<u>Real Estate Taxes³</u>	<u>Mortgage Payments⁴</u>	<u>Utilities⁵</u>	<u>Totals</u>
101/E-2	154,900	4.1667	114.09	258.17	904.15	68.00	1,344.41
102/E-2	164,900	4.4357	121.45	274.83	962.52	68.00	1,426.80
103/E-2	174,900	4.7046	128.82	291.50	1,020.89	68.00	1,509.21
104/E-2	184,900	4.9736	136.18	308.17	1,079.26	68.00	1,591.61
201/E-1	124,900	3.3597	91.99	208.17	729.04	58.00	1,087.20
202/E-1	134,900	3.6287	99.36	224.83	787.41	58.00	1,169.60
203/E-1	144,900	3.8977	106.72	241.50	845.78	58.00	1,252.00
204/E-1	154,900	4.1667	114.09	258.17	904.15	58.00	1,334.41
301/E-2	154,900	4.1667	114.09	258.17	904.15	68.00	1,344.41
302/E-2	164,900	4.4357	121.45	274.83	962.52	68.00	1,426.80
303/E-2	174,900	4.7046	128.82	291.50	1,020.89	68.00	1,509.21
304/E-2	184,900	4.9736	136.18	308.17	1,079.26	68.00	1,591.61
401/E-1	124,900	3.3597	91.99	208.17	729.04	58.00	1,087.20
402/E-1	134,900	3.6287	99.36	224.83	787.41	58.00	1,169.60
403/E-1	144,900	3.8977	106.72	241.50	845.78	58.00	1,252.00
404/E-1	154,900	4.1667	114.09	258.17	904.15	58.00	1,334.41
501/E-2	154,900	4.1667	114.09	258.17	904.15	68.00	1,344.41
502/E-2	164,900	4.4357	121.45	274.83	962.52	68.00	1,426.80
503/E-2	174,900	4.7046	128.82	291.50	1,020.89	68.00	1,509.21
504/E-2	184,900	4.9736	136.18	308.17	1,079.26	68.00	1,591.61
601/E-1	124,900	3.3597	91.99	208.17	729.04	58.00	1,087.20
602/E-1	134,900	3.6287	99.36	224.83	787.41	58.00	1,169.60
603/E-1	144,900	3.8977	106.72	241.50	845.78	58.00	1,252.00
604/E-1	154,900	4.1667	114.09	258.17	904.15	58.00	1,334.41

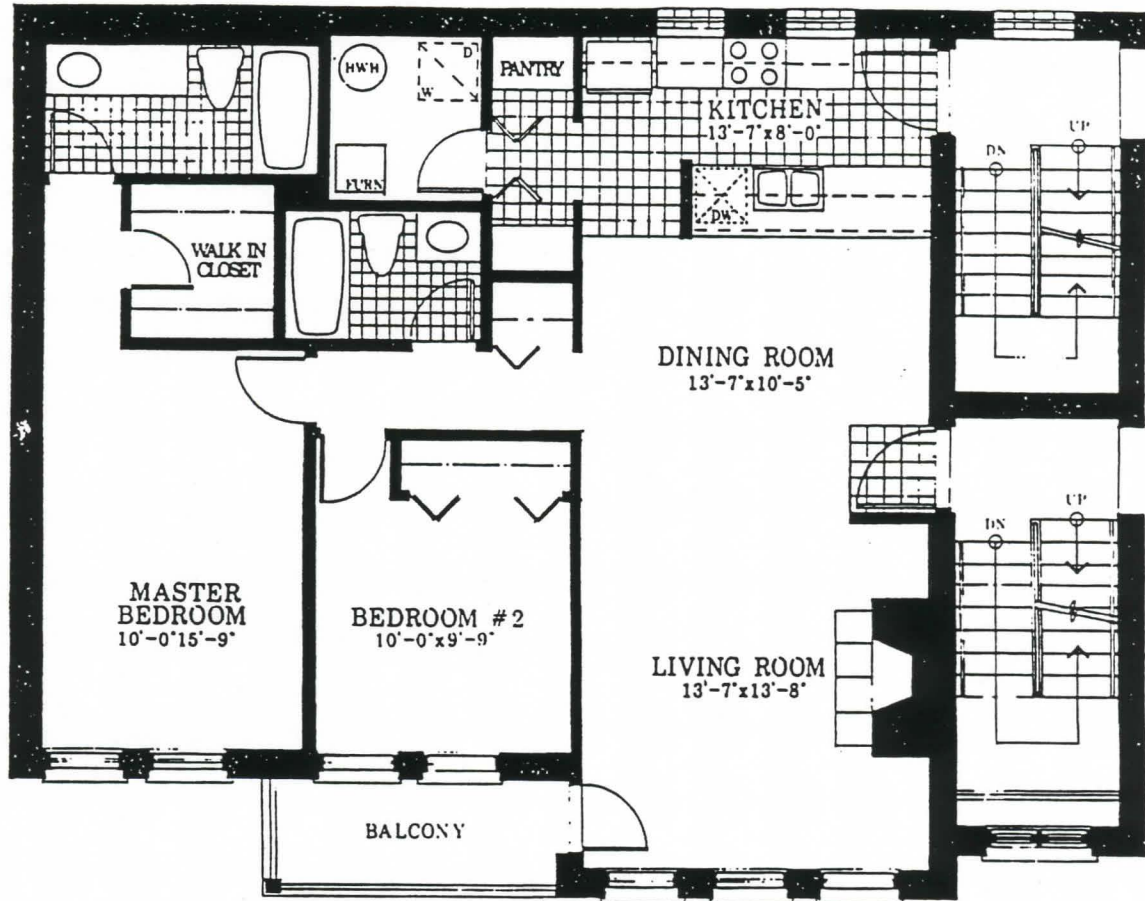
1. Purchase Prices are subject to change at any time without notice.

FORM OF CONVEYANCE DEED

D-1

MMK\202244\0035\MMK0524

The Sullivan II



Ground level residences have patio in lieu of balcony.

A condominium residence featuring two bedrooms, two baths, galley kitchen with separate pantry and glass block windows, dining room, living room with fireplace and access to private balcony. Master bedroom has walk-in closet, and private master bath. Private parking space.

WARRANTY DEED
STATUTORY (ILLINOIS)
CORPORATION TO INDIVIDUAL

MCL/ASD L.L.C. II an
Illinois Limited liability
company

THE GRANTOR, ~~MELK DEVELOPMENT/MCL SCOTT SEDGWICK L.P., an Illinois Limited Partnership~~, for and in consideration of the sum of TEN (\$10.00) and 00/100-----DOLLARS and other good and valuable consideration, in hand paid, CONVEYS AND WARRANTS TO

Buyer #1 *And* *Buyer #2*
of *Old Address*, *Old City*, *Old State* *Old Zip*

Tenancy, the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Real Estate Index Number(s): ~~17-04-219-246~~

Address of Real Estate: *New Address*, Chicago, IL 60610

In Witness Whereof, said Grantor has caused its name to be signed to these presents by Daniel E. McLean, President of MCL Companies of Chicago, Inc., an Illinois corporation, its General Partner and attested by Marilyn Walsh, Secretary of MCL Companies of Chicago, Inc., this *Deed Date (14th)* day of *Deed Month*, *Deed Year*.

~~MELK DEVELOPMENT/MCL SCOTT SEDGWICK L.P., an Illinois Limited Partnership~~

By: MCL Companies of Chicago, Inc.,
its ~~general partner~~

for a manager

MCL/ASD LLC II an
Illinois Limited
liability company

By: Daniel E. McLean, President

Attest: Marilyn Walsh, Secretary

State of Illinois, County of COOK, ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel E. McLean personally known to me to be the President of MCL Companies of Chicago, Inc., and Marilyn Walsh personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as

the President and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, on *Deed Date (7-15-94)*.

IMPRESS
NOTARIAL SEAL
HERE

Notary Public

My Commission Expires

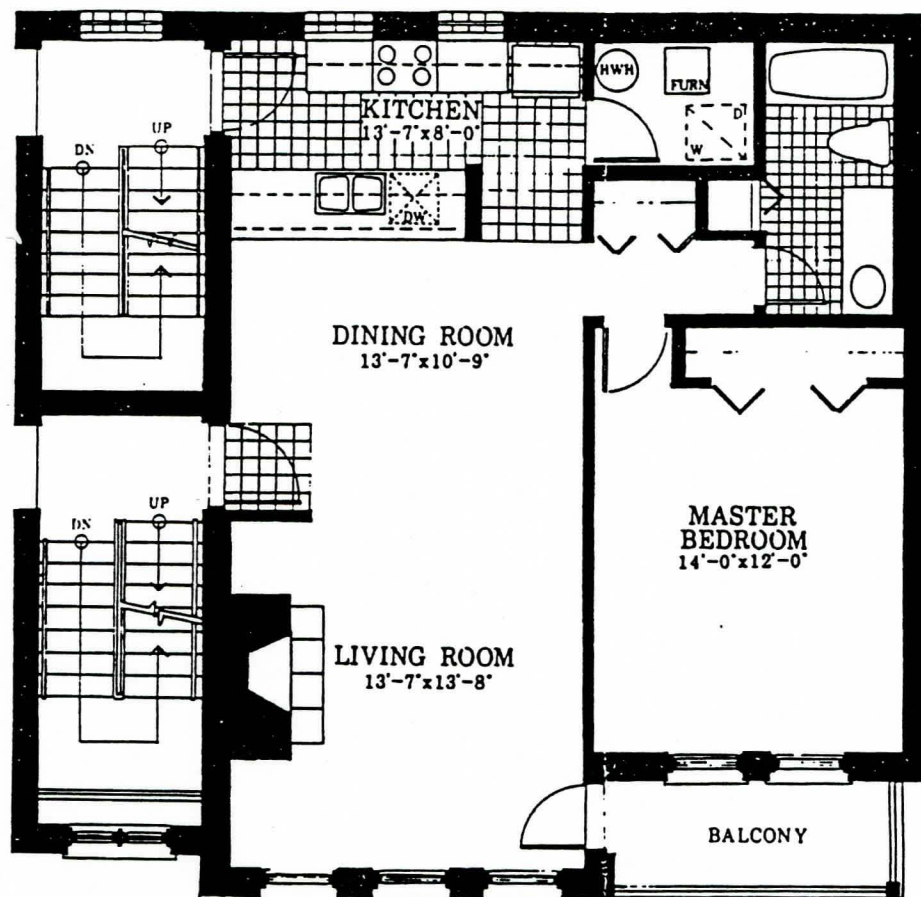
This instrument was prepared by Anne B. Cotter, 1337 W. Fullerton,
Chicago, Illinois 60614.

Mail to: _____

Send subsequent Tax Bill To: _____

APPENDIX E
FLOOR PLANS

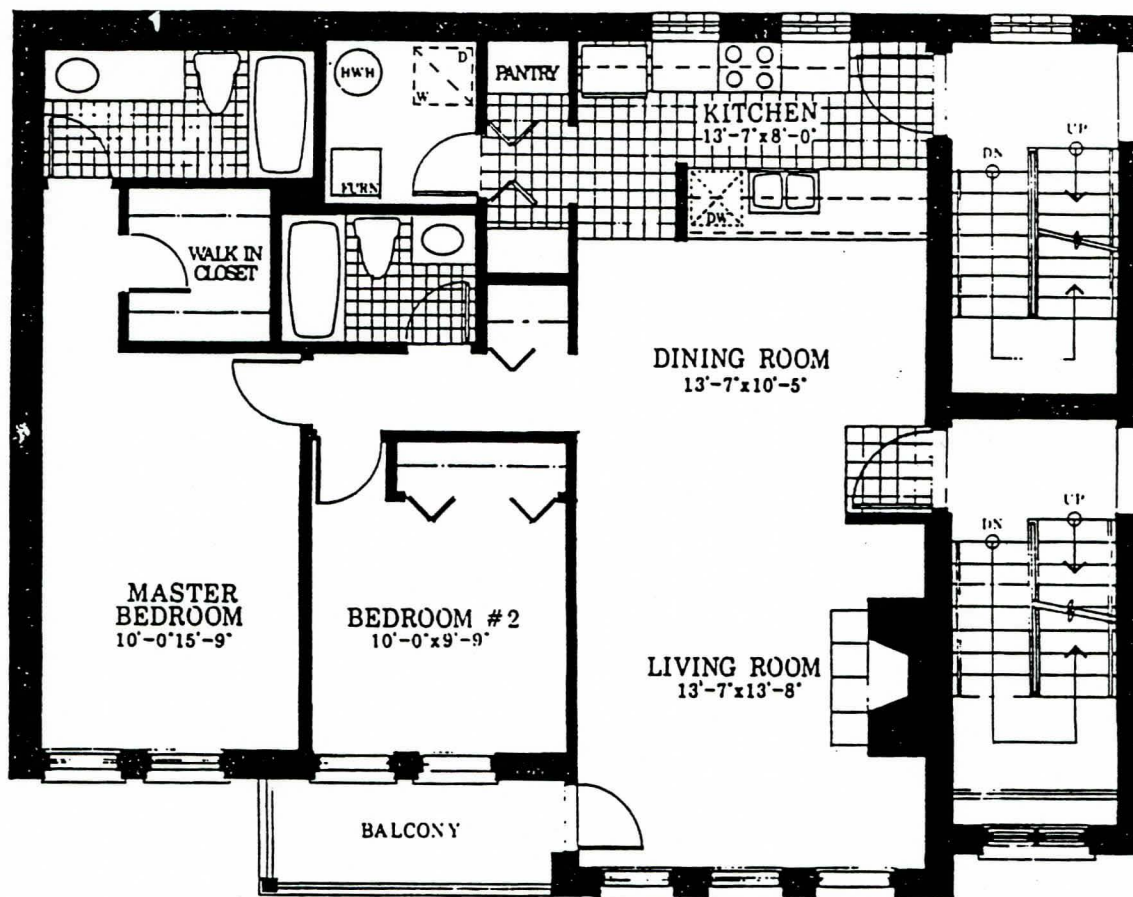
The Sullivan I



Ground level residences have patio in lieu of balcony.

A condominium residence featuring large master bedroom, one bath, spacious galley kitchen with glass block windows, dining room, living room with fireplace and access to private balcony. Private parking space.

The Sullivan II



Ground level residences have patio in lieu of balcony.

A condominium residence featuring two bedrooms, two baths, galley kitchen with separate panty and glass block windows, dining room, living room with fireplace and access to private balcony. Master bedroom has walk-in closet, and private master bath. Private parking space.

APPENDIX F

OLD TOWN SQUARE CONDOMINIUM UNIT ONE

For First Year After Control Passes to Elected Board

Operating Costs

Utility and Heating Fuels	
Electricity (1)	1,500.00
Water (2)	4,320.00
Gas (3)	0.00
Cleaning Expenses and Supplies (4)	350.00
Trash and Garbage Disposal (5)	1,440.00
Ground Maintenance (6)	5,472.00
Building Maintenance	0.00
Security (4)	0.00
Maintenance and Operation of Recreational and Other Facilities (7)	0.00
Building Insurance (8)	10,600.00

Management Costs

Management Fees (9)	2,880.00
Legal and Accounting Services (4)	600.00
Coupon Books	75.00

Reserve Costs

Reserve for Roof (10)	1,740.00
Reserve for Exterior Painting (11)	1,000.00
Reserve for Driveway and Sidewalk (12)	1,500.00
Reserve for Roof Decks (13)	1,380.00

Total	<u>32,857.00</u>
--------------	-------------------------

- (1) Cost estimate based on 25-200 watt lamps run 12 hours each day, 50-75 watt bulbs run 24 hours each day
- (2) Water is based on experience of past use at \$15.00 per month per unit.

- (3) All gas bills are billed directly to homeowner.
- (4) Figure is an estimate based on past experience.
- (5) The City of Chicago will not directly provide trash service to condominium projects, however, the homeowners association will be entitled to a refund from the city for providing such services.
- (6) Ground Maintenance is based on past experience with an estimate of \$19.00 per month per unit for all landscape maintenance and snow removal.
- (7) The construction work done by the developer is under warranty for the periods specified in the purchase contract and, other than repairs made thereunder, no further building maintenance is anticipated.
- (8) Premium is based on \$2,000,000 worth of property coverage and \$1,000,000 worth of liability per occurrence.
- (9) Management fee is based on estimate provided by Heil, Heil, Smart & Golee Management Company.
- (10) The annual replacement reserve for the roof assumes a useful life of 20 years and a replacement cost of \$22,200.00.
- (11) The annual replacement reserve for exterior painting assumes a useful life of 3 years and a replacement cost of \$3,000.00.
- (12) The annual replacement reserve for driveways and sidewalks assumes a useful life of 10 years and a replacement cost of \$15,000.00.
- (13) The annual replacement reserve for exterior roof decks assumes a useful life of 20 years and a replacement cost of \$27,000.00.



This document prepared by
and after recording return to:
David A. Grossberg
Sachoff & Weaver, Ltd.
South Wacker Drive
Suite 2900
Chicago, Illinois 60606
Recorder's Box # 367

97046857

COPY

DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM

JAN 22 1997

247.00

PROPERTY ACT

A970005 CV

THE HOMES OF MOHAWK NORTH CONDOMINIUM

This Declaration made and entered into this 15th day of January 1997, by MCL/ASD LIMITED LIABILITY COMPANY II, an Illinois limited liability company (hereinafter referred to as "Owner"):

WITNESSETH:

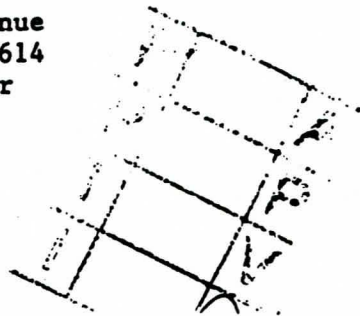
WHEREAS, Owner is the developer and owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, Owner intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Owner desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

Mail tax bills to : MCL
1337 W. Fullerton Avenue
Chicago, Illinois 60614
Attention: Anne Cotter

PIN NOS. 17-04-121-001
17-04-121-002
17-04-121-003
17-04-121-009
17-04-121-010
17-04-121-011



WHEREAS, Owner desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property, hereinafter defined, shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Owner DECLARES as follows:

1. Definitions. Certain words and terms used in this Declaration are defined as follows:

(a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.

(b) Additional Parcel: The real estate described in Paragraph 27 hereof which may be annexed and added to the Parcel and Property pursuant to the terms of Paragraph 27 hereof.

(c) Amendment: An amendment to the Declaration annexing and adding all or a portion of the Additional Parcel to the Parcel and Property pursuant to the terms of Paragraph 27 hereof.

(d) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, through its duly elected Board.

(e) Board: The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.

(f) Building: All structures, attached or unattached, containing one or more Units.

(g) By-Laws: The By-Laws of the Association.

(h) Common Elements: All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls, common stairwells and structural parts of the improvements on the Parcel, wherever located.

(i) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

(j) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(k) Developer: MCL/ASD Limited Liability Company II and its successors and assigns, or such other persons or entities as Owner may from time to time designate.

(l) First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

(m) Limited Common Elements: That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein which lie outside the Unit boundaries, perimeter doors, windows in perimeter doors, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit and parking spaces, private balconies, roof decks and private fenced yards and patios which have been designated on the plat as Limited Common Elements.

(n) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(o) Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

(p) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.

(q) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act pursuant to the Declaration, as amended.

(r) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(s) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

(t) Property: All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.

(u) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.

(v) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(w) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit.

(x) Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

That part of Lot 6 (except the North 24.96 feet thereof) in the Subdivision of Lot 1 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, that lies West of the Northerly extension of the West line of the East 18.0 feet of Lot 3 in the Assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision aforesaid, in Cook County, Illinois.

ALSO

That part of Lot 1 in Assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, that lies West of the Northerly extension of the West line of the East 18.0 feet of Lot 3 in the assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision aforesaid, in Cook County, Illinois.

ALSO

Lot 3 (except the east 18.0 feet thereof) in Assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, that lies West of the Northerly extension of the West line of the East 18.0 feet of Lot 3 in the assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision aforesaid, in Cook County, Illinois.

ALSO

The North 23.78 feet of the West Half of Lot 4 (except the East 18.0 feet of said West Half) in assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

3. Description of Units. All Units are delineated on the Plat attached hereto as Exhibit E and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit A attached hereto and made a part hereof.

4. Use and Ownership of the Common Elements.

(a) The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

(b) Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except for the Limited Common Elements, each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements.

(a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other

than the Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date any Parcel is submitted to the Act.

(c) Upon approval by at least 67% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph (c) of paragraph 5 must be taken at a meeting of Unit Owners duly called for that purpose.

(d) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

(e) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

6. Pipes, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Lease of Units or Sublease or Assignment of Lease Thereof. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and

maid service) are furnished. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

8. Association.

(a) The Owner, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

(i) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) the provisions of Exhibit C of this Declaration shall be adopted as the initial By-Laws of such Association;

(iii) the name of such Association shall be The Homes of Mohawk North Condominium Association, or a similar name.

9. Insurance, Repair and Reconstruction.

(a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the

Veteran's Administration ("VA") to the extent that: (y) such agency is a mortgagee, assignee of a mortgagee or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (z) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Owner, shall notify the Association in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(ii) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be cancelled or substantially modified without at least thirty (30) days' written notice to the Association.

(iii) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

(iv) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(v) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(i) with respect to the insurance provided for in (a)(ii) of this paragraph, for coverage of cross liability claims of one insured against another and to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners; and

(ii) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(i) with respect to the insurance provided for in (a)(i) of this paragraph, that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(ii) with respect to the insurance provided for in (a)(i) of this paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to sub-paragraph 9(a)(i) hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(h) If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding sub-paragraph then:

(i) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the fire or other disaster which caused the damage.

(ii) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(iii) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(iv) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) record a notice as permitted under the Act.

(v) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding sub-paragraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First

Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

10. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on the property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family, or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles, including passenger mini-vans, and no other purpose.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Owner or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property as it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith. In addition to the foregoing, Owner, or its agents or designees, shall have access to, and ingress and egress over, the Property for a period of five (5) years from the date hereof for purposes of photographing or drawing the Property, or any part thereof, and to use such photographs or drawings in any marketing or other materials as Owner shall choose.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet, other than dogs or cats, by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may

be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(l).

(n) Any release or waiver referred to in Paragraph 11(l) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision contained herein or in the By-Laws by any Unit Owner, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass except, however, that judicial proceedings must be instituted prior to alteration or demolition of any items of construction; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in

Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the

Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

14. Grantees. Each grantee of the Owner, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium Instruments.

17. Amendments. Except as hereinafter otherwise provided, the provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 24, 25, 27 and this paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified, upon approval by at least 75% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 75% of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Except as provided in paragraph 27 of this Declaration, the approval of First Mortgagees of Units who have

requested that the Association notify them on any proposed action that requires the consent of a specified percentage of such mortgagees ("Eligible First Mortgagees") and which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee, shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Common Elements;
- (g) The addition, annexation or withdrawal of property to or from The Homes of Mohawk North Condominium (except as provided in Paragraph 27 hereof);
- (h) Boundaries of any Unit;
- (i) Interests in the Common Elements or Limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the condominium; or
- (m) Establishment of self-management by the Association where professional management has been required by FHLMC, FNMA, HUD, FHA or VA; or
- (n) any provisions that expressly benefit First Mortgagees, insurers or guarantors or FHLMC, FNMA, HUD, FHA or VA.

The approval of Eligible First Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, delivered by certified or registered mail, with a "return receipt" requested. Any amendment, change or modification shall conform to the provisions of the Act

and shall be effective upon Recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Owner shall be effective without the prior written consent of the Owner. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

18. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association may be settled by arbitration or mediation in accordance with the Illinois Uniform Arbitration Act, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The Association may require the disputants to bear the costs of the arbitration or mediation.

19. Condemnation. To the fullest extent permitted by law, the Association is hereby designated to represent the Unit Owners, and each Unit Owner hereby appoints the Association as such Unit Owner's attorney-in-fact in any proceeding, negotiation, settlement or agreement regarding any loss or proceeds from condemnation of all or any part of the Property for this purpose. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President or Vice-President and the Secretary or Assistant Secretary of the Association, which the Board shall Record. The allocation of any condemnation award, or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced. Nothing contained herein shall be construed to prevent an aggrieved Unit Owner from instituting an action against either the Association or any Unit Owner for failure to comply with the provisions of the Declaration or the decisions of the Association.

20. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against

perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of William Jefferson Clinton, the President of the United States, and Albert Gore, Jr. the Vice-President of the United States.

21. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

22. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

23. Changes or Modifications by Owner. Until the first annual meeting of Unit Owners is called, Owner, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof; provided, however, that the provisions of paragraph 24 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (i) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA, or (ii) to correct clerical or typographical errors in the Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Owner to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to Owner as aforesaid.

24. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First

Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(a) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(b) Any proposed termination of The Homes of Mohawk North Condominium as a condominium project;

(c) Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

(e) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25. Additional Rights of First Mortgagees.

(a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(b) Any election to terminate The Homes of Mohawk North Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(c) Any election to terminate The Homes of Mohawk North Condominium as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 75% of Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

26. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and

the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

27. Annexing Additional Property.

(a) The Owner reserves the right, within seven years of the date of the Recording of this Declaration, to annex and add to the Parcel and Property and thereby add to the condominium created by this Declaration, by Recording an amended Plat or Plats in accordance with §5 of the Act and an amendment or amendments to the Declaration in accordance with §6 of the Act (an "Amendment"), all or a portion of the real estate legally described on Exhibit D attached hereto and hereby made a part hereof (the "Additional Parcel"). No rights or interest of any character whatsoever in all or any portion of the Additional Parcel shall attach to any Unit or Unit Owner except as to that portion described in paragraph 2 of this Declaration as amended from time to time.

(b) Each such Amendment shall include the following, all in accordance with §25 of the Act:

(i) an amended paragraph 2 which shall amend said paragraph by setting forth the amended description of the Parcel to include that portion of the Additional Parcel being annexed and added;

(ii) separate legal descriptions of such portion of the Additional Parcel being annexed and added and the remainder of the Additional Parcel, if any;

(iii) an amended Plat showing the boundaries of such portion of the Additional Parcel and of the entire Parcel as amended, and delineating the additional Units located on such portion of the Additional Parcel;

(iv) an amended Exhibit A which shall amend Exhibit A hereto by setting forth the legal description of the Units added by such Amendment, as well as all previous Units;

(v) an amended Exhibit B which shall amend Exhibit B hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amendment) allocated to each Unit (including all previous Units and the Units added by such Amendment).

(c) The percentages of undivided ownership interest in the Common Elements as amended by each such Amendment, and as set forth in the amended Exhibit B, shall be determined and adjusted in the following manner:

(i) The aggregate value of all of the Units including the newly added Units, shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by the Owner as of the date of the Recording of such Amendment. Such determination by the Owner shall be conclusive and binding upon all Unit Owners, mortgagees and other parties.

(ii) The percentages of undivided ownership interest in the entire Common Elements, including the newly added Common Elements, shall have allocated among all the Units, by dividing the value of each Unit by the value of the Property as a whole.

Each and all of the provisions of the Declaration and the Exhibits attached hereto, as amended by each such successive Amendment and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such newly added Units, and to all of the Common Elements, including all newly added Common Elements.

The Recording of such an Amendment shall not alter or affect the amount of any liens for common expenses due from any Unit Owners prior to such Recording, nor the respective amounts assessed to or due from Unit Owners for Common Expenses or other assessments prior to such Recording.

(d) The lien of any mortgage encumbering any Unit, together with its appurtenant percentage of undivided ownership interest in the Common Elements, shall automatically be deemed to be adjusted and amended when an Amendment is Recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Unit as set forth in the amended Exhibit B attached to such Amendment, and the lien of such mortgage shall automatically attach in such percentage to the Common Elements, as then constituted.

(e) Each and all of the Unit Owners, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration which may amend, adjust and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amendments which may hereafter be Recorded in accordance with the foregoing provisions of this Declaration.

(f) Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal

representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledges, consents and agrees, as to each such Amendment that is Recorded, as follows:

(i) The portion of the Additional Parcel described in each such Amendment shall be governed in all respects by the provisions of this Declaration.

(ii) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such Recorded Amendment and upon the Recording of each such Amendment, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such Recorded Amendment, shall thereby be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such Recorded Amendment.

(iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the Recording of each such Amendment, be divested pro tanto to the reduced percentage set forth in such Amendment and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such Recorded Amendment.

(iv) A right to revocation is hereby reserved by the grantor in each such deed, mortgage and other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(v) The foregoing provisions of this Declaration contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

(g) Neither the Additional Parcel nor any portion thereof is required to be added to the condominium and portions of the Additional Parcel may be added to the condominium at different times without limitation as to what order such additions are made.

(h) The maximum number of Units to be constructed on portions of the Additional Parcel not hereby submitted to the provisions of the Act is 66. All improvements on any portion of the Additional Parcel to be added shall be substantially completed before such portion of the Additional Parcel is added to the condominium.

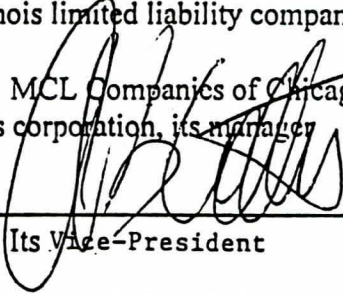
(i) The structures, improvements, Building and Units to be constructed on the Additional Parcel not hereby submitted to the provisions of the Act shall be compatible with the configuration of the improvements on the Parcel hereby submitted to the provisions of the Act in relation to density, use, quality of construction and architectural style.

(j) An appurtenant easement over and on the Common Elements is reserved to the Owner for the purpose of doing what is reasonably necessary and proper in conjunction with improvements to be constructed on the Additional Parcel.

IN WITNESS WHEREOF, Owner has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents on the day and year first above written.

MCL/ASD LIMITED LIABILITY COMPANY II,
an Illinois limited liability company

By: MCL Companies of Chicago, Inc., an
Illinois corporation, its manager

By: 
Its Vice-President

ATTEST:

By: 
Its Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Eve Safarik, A Notary Public in and for said County and State, do hereby certify that Anne B. Cotter and Marilyn Walsh, Vice-President and Secretary, respectively, of MCL Companies of Chicago, Inc., an Illinois corporation, manager of MCL/ASD Limited Liability Company II, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation and Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of January, 1997.

Eve Safarik
Notary Public



CONSENT OF MORTGAGEE

Corus Bank, N.A., holder of a note secured by a mortgage on the Property dated July 3, 1996 and recorded with the Recorder of Deeds of Cook County, Illinois, on July 3, 1996 as Document No. 96514121, hereby consents to the execution of and recording of the above and foregoing Declaration of Condominium, and hereby subordinates said mortgage to the provisions of the foregoing Declaration of Condominium and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 16th day of January, 1997.

CORUS BANK, N.A.

By: [Signature]
Its: VICE-PRESIDENT

ATTEST: [Signature]
By: Commercial Law Officer
Its: Commercial Law Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carmella J. Tomaso, a Notary Public in and for said County and State, do hereby certify that CHARLES SKOP and Brandon S. ABRAHAM, the Nice President and Commercial Loan OFFICER, respectively, of Corus Bank, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Commercial Loan OFFICER appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of January, 1997.

Notary Public

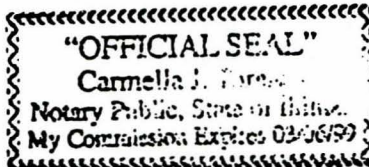


EXHIBIT A

Units A43, B43, C43, A44, B44, C44, A45, B45, C45, A46, B46, C46, A47, B47 and C47, in The Homes of Mohawk North Condominium as delineated on the Plat of Survey of the following described parcel of real estate:

That part of Lot 6 (except the North 24.96 feet thereof) in the Subdivision of Lot 1 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, that lies West of the Northerly extension of the West line of the East 18.0 feet of Lot 3 in the Assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision aforesaid, in Cook County, Illinois.

ALSO

That part of Lot 1 in Assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, that lies West of the Northerly extension of the West line of the East 18.0 feet of Lot 3 in the assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision aforesaid, in Cook County, Illinois.

ALSO

Lot 3 (except the east 18.0 feet thereof) in Assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, that lies West of the Northerly extension of the West line of the East 18.0 feet of Lot 3 in the assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision aforesaid, in Cook County, Illinois.

ALSO

The North 23.78 feet of the West Half of Lot 4 (except the East 18.0 feet of said West Half) in assessor's Division of Lots 2, 3 and 4 in Block 5 in The State Bank of Illinois Subdivision of the Northeast Quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

EXHIBIT B

**PERCENTAGE OWNERSHIP
INTEREST IN COMMON ELEMENTS**

<u>Unit</u>	<u>Percentage</u>
A43	6.11%
B43	6.60%
C43	7.09%
A44	6.11%
B44	6.60%
C44	7.09%
A45	6.21%
B45	6.70%
C45	7.19%
A46	6.21%
B46	6.70%
C46	7.19%
A47	6.24%
B47	6.73%
C47	7.23%
	100.00%

EXHIBIT C

BY-LAWS OF THE HOMES OF MOHAWK NORTH CONDOMINIUM ASSOCIATION

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have the powers and responsibilities specified in the General Not-For-Profit Corporation Act of 1986 of the State of Illinois which are not inconsistent with the Act or the Condominium Instruments. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

ARTICLE II Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

Section 2. Votes and Voting Rights.

(a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board

of Managers, all such members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, and if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit, there is deemed to be majority agreement.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller other than the Owner pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

ARTICLE
III
Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Owner, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when 75% of the Units have been conveyed by Owner, or (c) such earlier time as selected by the Owner. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the third Tuesday of January each year or such other date as is selected by the Board which date is within sixty (60) days before or after the third Tuesday of January, provided, however that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, provided that notice of the first annual meeting of the members shall be mailed or delivered not less than twenty-one (21) nor more than thirty (30) days before the date of such meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum. The members present at a meeting in person or by proxy, holding 20% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matter shall require the affirmative vote of not less than 75% of all the members at a meeting duly called for that purpose:

- (a) Merger or consolidation of the Association;
- (b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; or
- (c) The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE

IV

Board

Section 1. In General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

Section 2. Number, Tenure and Qualifications. The number of members of the Board shall initially be three (3). Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Owner. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be increased to five (5) and shall be elected solely by, from and among, the members until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be

eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself in office.

Section 3. Election. At each annual meeting of the members, the members shall on a cumulative basis and by vote of a plurality of the members present at such meeting, elect Directors to fill the vacancies created by any expiring term of office. At the first annual meeting of the members, after the occurrence of a Transition Event, the five candidates receiving the highest total of votes shall be elected. The three receiving the highest total of votes shall serve a term of two (2) years; the two with the next highest totals shall serve a term of one (1) year. Thereafter, at each annual meeting of the members, the members shall elect Directors for terms of two (2) years. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (a) no preference is expressed in favor of any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

Section 4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or 25% of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours prior to the meeting.

Section 7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the

members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 8. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Owner, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 75% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto any rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 66 2/3% of all the members of the Association.

Section 12. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the members of the Association except for meetings:

(a) To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) To consider information regarding appointment, employment or dismissal of an employee; or

(c) To discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

Section 13. Contracts. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

Section 14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements.

ARTICLE

V

Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from and among the members of the Board. If the election of officer shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice President, the Vice-Presidents, in the order of their election) shall perform the duties of the President, and when so acting, shall have all the power of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

ARTICLE

VI

Powers and Duties of the Association and Board

Section 1. General Duties, Powers, Etc. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the Limited Common Elements.
- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) Having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- (k) Paying real property taxes, special assessments, any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.

(l) Imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(m) Assigning its right to future income, including the right to receive assessments.

(n) Recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(o) Recording the granting of an easement for the laying, maintenance, and repair of cable television cable or for construction, maintenance, and repair of a project for protection against water damage of erosion, where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(p) Borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by assigning its right to future income including the right to receive assessments for common expenses, and/or by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article III, Section 7, of these By-Laws.

(q) Reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board, whether appointed by the Owner or elected by the members, shall exercise the care required of a fiduciary of the members.

Section 2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) To establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association.

(d) To invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) Upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

Section 3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) Water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) Such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the Building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all windows and doors provided that where the need for repair or replacement is due to the act or omission of a Unit

Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of any unpaid fine shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) Maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. Nothing contained herein shall invalidate any provision in the Condominium Instruments placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement or restoration of existing portions of the Common Elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such Common Elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the Annual Budget (defined below),

the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified; upon such a majority of votes it shall be repealed.

Section 4. Annual Budget.

(a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified), all anticipated regular and separate (special) assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4, Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) Other than as provided for in Section 3 (f) hereof, if an adopted Annual Budget and regular assessments pursuant thereto or any separate assessment adopted by the Board would result in the sum of all regular and special assessments against Unit Owners payable in the current fiscal year exceeding 115% of the sum of all regular and special assessments for the preceding fiscal year, then upon written petition by Unit Owners representing 20% of the votes of the Association given within 14 days of the Board action, the Board shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment. Unless more than 50% of the votes of the Association are cast at a meeting to reject the budget or separate assessment, it is ratified; upon such a majority vote it shall be repealed.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. Notwithstanding the foregoing, assessments will not begin until such time as the Owner elects to stop paying all Association expenses; provided, however, that the Board of Managers will begin assessing all Unit Owners if and when a request is made therefor by FHLMC, FNMA, HUD, FHA or VA.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual Budget shall have been mailed.

(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

Section 5. Annual Accounting.

(a) On or before the 1st day of April of each calendar year commencing 1998, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

(b) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(c) The Association must provide an audited financial statement for the preceding fiscal year upon submission of a written request by any holder, insurer or guarantor of a first mortgage secured by the Unit.

Section 6. Reserves

(a) The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Owner shall collect from each Unit Owner upon conveyance by Owner of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Owner for the first year following the first annual meeting of the members and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Owner shall pay for each Unit then owned by the Owner, such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Owner for the first year following the first annual meeting of the members. When such Units are later sold, the Owner may collect from such purchaser sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members.

(b) The Annual Budget shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 67% of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act; and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 67% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

Section 7. Special Assessments.

(a) If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board may adopt separate assessments payable over more than one year and the entire amount of any such multi-year assessment (except those adopted pursuant to subsections (b) and (c) of this Section 7) shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(b) Assessments for additions and alterations to the Common Elements or to property owned by the Association shall be subject to approval of 66-2/3% of the total votes of all Unit Owners. The Board shall serve notice of such assessment on all Unit Owners (as provided in Section 4, Article III of the By-Laws) by a statement in writing giving the amount and reasons therefor. Such further assessment shall not be effective until approved by 66-2/3% of the total votes of all Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without Unit Owner approval. As used herein, the term "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

Section 8. Default in Payment.

(a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of \$20.00, to be increased from time to time by the Board of Managers, for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(b) Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

Section 9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 10. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

ARTICLE

VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

Section 4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE
VIII

Books and Records

Section 1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

Section 2. Availability for Examination. The Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners, holders, insurers and guarantors of first mortgages that are secured by Units and their duly authorized agents or attorneys:

(a) Copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association of the Board. Prior to the organization of the Association, the Owner shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.

(c) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven years.

(d) A record giving the names and addresses of the members entitled to Vote.

(e) Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners. The Association shall maintain these ballots and proxies for a period of not less than one year.

(f) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board for the cost of providing such information and copying.

ARTICLE
IX

Fiscal Year

The fiscal year of the Association begin on the first day of January and end on the last day of December.

ARTICLE
X

Seal

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE
XI

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of 1986 of the State of Illinois or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE
XII

Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of not less than 75% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative Vote of the members of the Association has been obtained.

ARTICLE XIII

Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a part to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he

or he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

ARTICLE XIV

Construction

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words, "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

EXHIBIT D

ADDITIONAL PROPERTY

The West Half of Lot 4 (except the East 18.0 feet of said West Half and except the North 23.78 feet thereof) and the West Half of Lots 5 through 7, inclusive (except the East 18 feet thereof) in Assessor's Division of Lots 2, 3 and 4 in the Subdivision of Block 5 aforesaid; also Lots 12 through 15, inclusive, (except the East 18 feet thereof) in C. N. McCubbin's Subdivision of Lots 5 and 6 in Block 5 aforesaid; also Lots 1 through 6, inclusive, (except the East 18 feet thereof) in Schmidt's Subdivision of Lots 7, 8 and the North Half of Lot 9 in Block 5 aforesaid; also the West Half of the South Half of Lot 9 in Block 5 of State Bank of Illinois Subdivision, aforesaid (except the East 18 feet and the south 18 feet thereof) all in Cook County, Illinois.

EXHIBIT E

PLAT OF SURVEY
OF
THE HOMES OF MOHAWK NORTH CONDOMINIUM

By and upon Recording Return To:
This Instrument Prepared By:
Anne B. Cotter
MCL Construction Corp.
1337 W. Fullerton Ave.
Chicago, Illinois 60614

COPY

FEB 03 1997

43-00

97074694

FIRST AMENDMENT TO DECLARATION OF
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
MOHAWK NORTH HOMEOWNERS ASSOCIATION

This First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association ("First Amendment") is made and entered into this 30 day of January, 1997, by MCL/ASD LLC II, an Illinois Limited Liability Company (the "Owner").

WHEREAS, Owner made and entered into a Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association, dated December 18, 1996, which Declaration was recorded with the Recorder of Deeds for Cook County, Illinois on December 20, 1996 as Document No. 96962880 (the "Master Declaration"); and

WHEREAS, Owner is the owner in fee simple of the Additional Parcel; and

WHEREAS, Owner wishes to annex and add a portion of the Additional Parcel to the Parcel (as defined in the Declaration) and the Property (as defined in the Declaration) pursuant to Paragraph 16 of the Declaration.

NOW, Therefore, the Declaration is hereby amended as follows:

1. The Master Declaration is hereby amended to submit a portion of the Additional Parcel, as legally described in Schedule A attached hereto, to the terms and provisions of the Master Declaration.
2. Exhibit D attached to the Master Declaration is hereby deleted and Exhibit D attached hereto is substituted therefore.

Mail Tax Bill To:
MCL/ASD LLC II
1337 W. Fullerton Avenue
Chicago, Illinois 60614

P.I.N.: 17-04-108-008;17-04-108-009;17-04-108-010;17-04-121-003;
17-04-121-002;17-04-121-009;17-04-121-010;17-04-121-011;
17-04-108-011;17-04-108-012;17-04-108-013;17-04-108-014;
17-04-108-015;17-04-108-016;17-04-108-017;17-04-108-018;
17-04-108-019;17-04-108-020;17-04-108-021;17-04-121-001

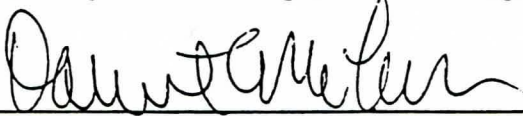
17-04-121-004-008, 012-024, 034, 050, 077

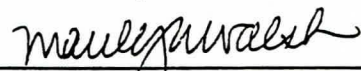
3. Exhibit E attached to the Master Declaration is hereby deleted and Exhibit E attached hereto is substituted therefore.
4. Exhibit F attached to the Master Declaration is hereby deleted and Exhibit F attached hereto is substituted therefore.
5. Exhibit G attached to the Master Declaration is hereby deleted and Exhibit G attached hereto is substituted therefore.
6. Except as expressly amended hereby, the Master Declaration shall remain in full force and effect in accordance with its terms. This First Amendment shall be effective from and after the recording thereof with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the Owner has caused this instrument to be duly executed on the day and year first written above.

MCL/ASD LLC II

By: MCL Companies of Chicago, Inc., its manager

By: 
Daniel E. McLean, President

ATTEST: 
Marilyn Walsh, Secretary

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Daniel E. McLean, President, and Marilyn Walsh, Secretary, respectively, of MCL Companies of Chicago, Inc., an Illinois corporation, manager of MCL/ASD Limited Liability Company II, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation and Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of January, 1997.



Notary Public



CONSENT OF MORTGAGEE

Corus Bank, N.A., holder of a note secured by a mortgage on the Property dated July 3, 1996, and recorded with Recorder of Deeds of Cook County, Illinois, on July 3, 1996 as Document No. 96514121, hereby consents to the execution of and recording of the above and foregoing First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 30th day of January, 1997.

CORUS BANK, N.A.

By: [Signature]
Its: Senior Vice President

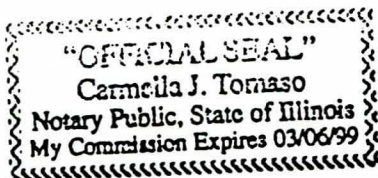
ATTEST:

[Signature]
Its: Commercial Loan Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carmella J. Tomaso, a Notary Public in and for said County and State, do hereby certify that FAUZY. PANTAZZOS and BRANDON S. ABRAHAM, respectively, of Corus Bank, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SR. Vice President and Commercial Loan Officer appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of January, 1997.



Carmella J. Tomaso
Notary Public

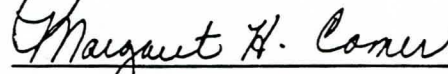
CONSENT OF OWNER

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, who became the owner of a portion of the Property pursuant to certain Warranty Deeds dated January 20, 1997 recorded with the Recorder of Deeds of Cook County, Illinois, on January 23, 1997 as Document Nos. 97050066, 97050063, and 97050060, hereby consents to the execution of and recording of the above First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association and hereby submits to the property owned by the undersigned to the provisions of the foregoing First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association..

Dated January 30, 1997.



John Comer



Margaret Comer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eve Safarik, a Notary Public in and for said County and State, do hereby certify that John Comer and Margaret Comer, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of January, 1997.



Notary Public



CONSENT OF MORTGAGEE

LaSalle Home Mortgage Corporation, holder of a certain Notes secured by three (3) mortgages on the Property, recorded with Recorder of Deeds of Cook County, Illinois, on January 23, 1997 as Document No. 97050067, 97050064, and 97050061, hereby consents to the execution of and recording of the above First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association and hereby subordinates said mortgages to the provisions of the foregoing First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association..

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 30th day of January, 1997.

BANK FSB.
LASALLE HOME MORTGAGE
CORPORATION

By: [Signature]
Its: Senior Vice President

ATTEST:

[Signature]
Its: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BANK FSB
Dawn M Kurylowicz, a Notary Public in and for said County and State, do hereby certify that D.C. Brunner and Jim Klatic, respectively, of LaSalle Home Mortgage Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of January, 1997.



[Signature]
Notary Public

SCHEDULE A

LOTS 37 THROUGH 45, BOTH INCLUSIVE, IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

UNITS A43, B43, C43, A44, B44, C44, A45, B45, C45, A46, B46, C46, A47, B47, C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, LEGALLY DESCRIBED AS LOTS 2, 3, 4, 5, AND 6 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

Parcels

PARCEL 1: LOT 45 IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 44 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 3: LOT 43 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 4: LOT 42 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 5: LOT 41 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 6: LOT 40 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 7: LOT 39 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 8: LOT 38 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 9: LOT 37 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 10: LOT 36 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 11: LOT 35 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 12: LOT 34 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 13: LOT 33 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 14: LOT 32 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 15: LOT 31 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 19: UNIT A47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 20: UNIT B47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 21: UNIT C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 22: UNIT A46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 23: UNIT B46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 24: UNIT C46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 25: UNIT A45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 26: UNIT B45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 27: UNIT C45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 28: UNIT A44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 29: UNIT B44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 30: UNIT C44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 31: UNIT A43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 32: UNIT B43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 33: UNIT C43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

EXHIBIT E

Legal Description of Property

LOTS 31 THROUGH 45, BOTH INCLUSIVE, IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

UNITS A43, B43, C43, A44, B44, C44, A45, B45, C45, A46, B46, C46, A47, B47, C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUMS, LEGALLY DESCRIBED AS LOTS 2, 3, 4, 5, AND 6 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-04-108-008;17-04-108-009;17-04-108-010
17-04-108-011;17-04-108-012;17-04-108-013
17-04-108-014;17-04-108-015;17-04-108-016
17-04-108-017;17-04-108-018;17-04-108-019
17-04-108-020;17-04-108-021;17-04-121-001
17-04-121-002;17-04-121-003;17-04-121-009
17-04-121-010;17-04-121-011

After Recording Mail To:
Anne B. Cotter
1337 W. Fullerton Avenue
Chicago, Illinois 60614

EXHIBIT F

Shares

<u>Parcel</u>	<u>Shares</u>
1	.0338
2	.0338
3	.0333
4	.0333
5	.0333
6	.0333
7	.0333
8	.0333
9	.0333
10	.0333
11	.0333
12	.0333
13	.0333
14	.0333
15	.0333
19	.0333
20	.0333
21	.0333
22	.0333
23	.0333
24	.0333
25	.0333
26	.0333
27	.0333
28	.0333
29	.0333
30	.0333
31	.0333
32	.0333
33	<u>.0333</u>
	1.000

EXHIBIT G

Additional Property

LOT 1, IN THE MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 7 THROUGH 33, BOTH INCLUSIVE, IN THE MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

By and Upon Recording Return To:
Prepared By:
Anne B. Cotter
MCL Construction Corp.
1337 W. Fullerton Ave.
Chicago, Illinois 60614

97103263

FEB 11 1997

SECOND AMENDMENT TO DECLARATION OF
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
MOHAWK NORTH HOMEOWNERS ASSOCIATION

This Second Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association ("First Amendment") is made and entered into this ____ day of February, 1997, by MCL/ASD LLC II, an Illinois Limited Liability Company (the "Owner").

WHEREAS, Owner made and entered into a Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association, dated December 18, 1996, which Declaration was recorded with the Recorder of Deeds for Cook County, Illinois on December 20, 1996 as Document No. 96962880 (the "Master Declaration"), which was subsequently amended by that certain First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association dated January 30, 1997, (the "First Amendment"), which was recorded with the Recorder of Deeds for Cook County, Illinois on February 3, 1997 as Document No. 97074694; and

WHEREAS, a plat of subdivision affecting a portion of the "Parcels" entitled "Mohawk North" was recorded with the Recorder on January 31, 1997 as Document No. 97070223, which subdivided a portion of Property into certain parcels;

WHEREAS, Owner is the owner in fee simple of the Additional Parcel; and

WHEREAS, Owner wishes to annex and add a portion of the Additional Parcel to the Parcel (as defined in the Declaration) and the Property (as defined in the Declaration) pursuant to Paragraph 16 of the Declaration.

NOW, Therefore, the Declaration is hereby amended as follows:

Mail Tax Bill To:
M.C.L./ASD LLC II
1337 W. Fullerton Ave.
Chicago, Illinois 60614

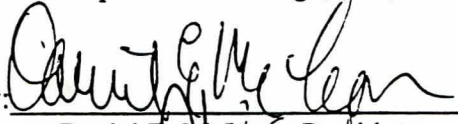
P.I.N.:17-04-108-008;17-04-108-009;17-04-108-010
17-04-108-011;17-04-108-012;17-04-108-013
17-04-108-014;17-04-108-015;17-04-108-016
17-04-108-017;17-04-108-018;17-04-108-019
17-04-108-020;17-04-108-021;17-04-121-001
17-04-121-002;17-04-121-003;17-04-121-004
17-04-121-005;17-04-121-006;17-04-121-007
17-04-121-008;17-04-121-009;17-04-121-010
17-04-121-011;17-04-121-034

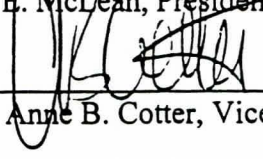
1. The Master Declaration is hereby amended to submit a portion of the Additional Parcel, as legally described in Schedule A attached hereto, to the terms and provisions of the Master Declaration.
2. Exhibit D attached to the Master Declaration is hereby deleted and Exhibit D attached hereto is substituted therefore.
3. Exhibit E attached to the Master Declaration is hereby deleted and Exhibit E attached hereto is substituted therefore.
4. Exhibit F attached to the Master Declaration is hereby deleted and Exhibit F attached hereto is substituted therefore.
5. Exhibit G attached to the Master Declaration is hereby deleted and Exhibit G attached hereto is substituted therefore.
6. Except as expressly amended hereby, the Master Declaration shall remain in full force and effect in accordance with its terms.
7. Except as expressly amended hereby, the Master Declaration as amended by the First Amendment shall remain in full force and effect in accordance with its terms. This Second Amendment shall be effective from and after the recording thereof with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the Owner has caused this instrument to be duly executed on the day and year first written above.

MCL/ASD LLC II

By: MCL Companies of Chicago, Inc., its Manager

By: 
Daniel E. McLean, President

ATTEST: 
Anne B. Cotter, Vice-President

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Daniel E. McLean, President, and Anne B. Cotter, Vice-President, respectively, of MCL Companies of Chicago, Inc., an Illinois corporation, manager of MCL/ASD Limited Liability Company II, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice-President, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation and Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, 1997.

Eve Safarik
Notary Public



CONSENT OF MORTGAGEE

Corus Bank, N.A., holder of a note secured by a mortgage on the Property dated July 3, 1996, and recorded with Recorder of Deeds of Cook County, Illinois, on July 3, 1996 as Document No. 96514121, hereby consents to the execution of and recording of the above and foregoing Second Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this ____ day of February, 1997.

CORUS BANK, N.A.

By: *Charles Skopp*
Its: VICE-PRESIDENT

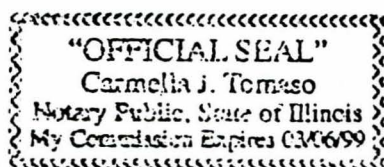
ATTEST:

T. L. Vargas
Its: Assistant Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carmella J. Tomaso, a Notary Public in and for said County and State, do hereby certify that Charles Skopp and T. L. VARGAS, respectively, of Corus Bank, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, 1997.



Carmella J. Tomaso
Notary Public

SCHEDULE A

LOTS 23, 24, 25 AND 26 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION
IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

EXHIBIT D

Parcels

PARCEL 1: LOT 45 IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 44 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 3: LOT 43 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 4: LOT 42 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 5: LOT 41 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 6: LOT 40 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 7: LOT 39 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 8: LOT 38 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

• PARCEL 9: LOT 37 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 10: LOT 36 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 11: LOT 35 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 12: LOT 34 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 13: LOT 33 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 14: LOT 32 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 15: LOT 31 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 19: UNIT A47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 20: UNIT B47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 21: UNIT C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 22: UNIT A46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 23: UNIT B46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 24: UNIT C46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 25: UNIT A45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 26: UNIT B45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 27: UNIT C45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 28: UNIT A44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 29: UNIT B44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 30: UNIT C44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 31: UNIT A43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 32: UNIT B43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 33: UNIT C43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 82: LOT 23 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 83: LOT 24 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 84: LOT 25 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 85: LOT 26 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

Legal Description of Property

LOTS 31 THROUGH 45, BOTH INCLUSIVE, IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

UNITS A43, B43, C43, A44, B44, C44, A45, B45, C45, A46, B46, C46, A47, B47, C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUMS, LEGALLY DESCRIBED AS LOTS 2, 3, 4, 5, AND 6 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 23, 24, 25, AND 26 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-04-108-008;17-04-108-009;17-04-108-010
17-04-108-011;17-04-108-012;17-04-108-013
17-04-108-014;17-04-108-015;17-04-108-016
17-04-108-017;17-04-108-018;17-04-108-019
17-04-108-020;17-04-108-021;17-04-121-001
17-04-121-002;17-04-121-003;17-04-121-004
17-04-121-005;17-04-121-006;17-04-121-007
17-04-121-008;17-04-121-009;17-04-121-010
17-04-121-011;17-04-121-034

EXHIBIT F

Shares

<u>Parcel</u>	<u>Shares</u>
1	.0298
2	.0294
3	.0294
4	.0294
5	.0294
6	.0294
7	.0294
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28	.0294
29	.0294
30	.0294
31	.0294
32	.0294
33	.0294
82	.0294
83	.0294
84	.0294
85	.0294

~~1.000~~

EXHIBIT G

Additional Property

LOT 1, IN THE MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 7 THROUGH 22, BOTH INCLUSIVE AND LOTS 27 THROUGH 33, BOTH INCLUSIVE, IN THE MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

By and Upon Recording Return To:
Prepared By:
Anne B. Cotter
MCL Construction Corp.
1337 W. Fullerton Ave.
Chicago, Illinois 60614

97214953

COPY

MAR 27 1997

45.00
3-27.97

THIRD AMENDMENT TO DECLARATION OF
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
MOHAWK NORTH HOMEOWNERS ASSOCIATION

This Third Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association ("Third Amendment") is made and entered into this 24th day of March, 1997, by MCL/ASD LLC II, an Illinois Limited Liability Company (the "Owner").

WHEREAS, Owner made and entered into a Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association, dated December 18, 1996, which Declaration was recorded with the Recorder of Deeds for Cook County, Illinois on December 20, 1996 as Document No. 96962880 (the "Master Declaration"), which was subsequently amended by that certain First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association dated January 30, 1997, (the "First Amendment"), which was recorded with the Recorder of Deeds for Cook County, Illinois on February 3, 1997 as Document No. 97074694, which was subsequently amended by that certain Second Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association dated February 12, 1997, (the "Second Amendment"), which was recorded with the Recorder of Deeds for Cook County, Illinois on February 13, 1997 as Document No. 97103263; and

WHEREAS, a plat of subdivision affecting a portion of the "Parcels" entitled "Mohawk North" was recorded with the Recorder on January 31, 1997 as Document No. 97070223, which subdivided a portion of Property into certain parcels;

WHEREAS, Owner is the owner in fee simple of the Additional Parcel; and

WHEREAS, Owner wishes to annex and add a portion of the Additional Parcel to the Parcel (as defined in the Declaration) and the Property (as defined in the Declaration) pursuant to Paragraph 16 of the Master Declaration.

Mail Tax Bill To:
MCL/ASD LLC II
1337 W. Fullerton Ave.
Chicago, Illinois 60614

P.I.N.:17-04-108-008;17-04-108-009;17-04-108-010
17-04-108-011;17-04-108-012;17-04-108-013
17-04-108-014;17-04-108-015;17-04-108-016
17-04-108-017;17-04-108-018;17-04-108-019
17-04-108-020;17-04-108-021;17-04-121-001
17-04-121-002;17-04-121-003;17-04-121-004
17-04-121-005;17-04-121-006;17-04-121-007
17-04-121-008;17-04-121-009;17-04-121-010
17-04-121-011;17-04-121-012;17-04-121-013
17-04-121-014;17-04-121-015;17-04-121-016
17-04-121-034

By and Upon Recording Return To:
Prepared By:
Anne B. Cotter
MCL Construction Corp.
1337 W. Fullerton Ave.
Chicago, Illinois 60614

THIRD AMENDMENT TO DECLARATION OF
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
MOHAWK NORTH HOMEOWNERS ASSOCIATION

This Third Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association ("Third Amendment") is made and entered into this 24th day of March, 1997, by MCL/ASD LLC II, an Illinois Limited Liability Company (the "Owner").

WHEREAS, Owner made and entered into a Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association, dated December 18, 1996, which Declaration was recorded with the Recorder of Deeds for Cook County, Illinois on December 20, 1996 as Document No. 96962880 (the "Master Declaration"), which was subsequently amended by that certain First Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association dated January 30, 1997, (the "First Amendment"), which was recorded with the Recorder of Deeds for Cook County, Illinois on February 3, 1997 as Document No. 97074694, which was subsequently amended by that certain Second Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association dated February 12, 1997, (the "Second Amendment"), which was recorded with the Recorder of Deeds for Cook County, Illinois on February 13, 1997 as Document No. 97103263; and

WHEREAS, a plat of subdivision affecting a portion of the "Parcels" entitled "Mohawk North" was recorded with the Recorder on January 31, 1997 as Document No. 97070223, which subdivided a portion of Property into certain parcels;

WHEREAS, Owner is the owner in fee simple of the Additional Parcel; and

WHEREAS, Owner wishes to annex and add a portion of the Additional Parcel to the Parcel (as defined in the Declaration) and the Property (as defined in the Declaration) pursuant to Paragraph 16 of the Master Declaration.

Mail Tax Bill To:
MCL/ASD LLC II
1337 W. Fullerton Ave.
Chicago, Illinois 60614

P.I.N.: 17-04-108-008; 17-04-108-009; 17-04-108-010
17-04-108-011; 17-04-108-012; 17-04-108-013
17-04-108-014; 17-04-108-015; 17-04-108-016
17-04-108-017; 17-04-108-018; 17-04-108-019
17-04-108-020; 17-04-108-021; 17-04-121-001
17-04-121-002; 17-04-121-003; 17-04-121-004
17-04-121-005; 17-04-121-006; 17-04-121-007
17-04-121-008; 17-04-121-009; 17-04-121-010
17-04-121-011; 17-04-121-012; 17-04-121-013
17-04-121-014; 17-04-121-015; 17-04-121-016
17-04-121-034

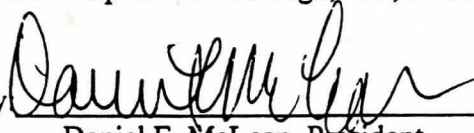
NOW, Therefore, the Declaration is hereby amended as follows:

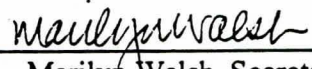
1. The Master Declaration is hereby amended to submit a portion of the Additional Parcel, as legally described in Schedule A attached hereto, to the terms and provisions of the Master Declaration.
2. Exhibit D attached to the Master Declaration is hereby deleted and Exhibit D attached hereto is substituted therefore.
3. Exhibit E attached to the Master Declaration is hereby deleted and Exhibit E attached hereto is substituted therefore.
4. Exhibit F attached to the Master Declaration is hereby deleted and Exhibit F attached hereto is substituted therefore.
5. Exhibit G attached to the Master Declaration is hereby deleted and Exhibit G attached hereto is substituted therefore.
6. Except as expressly amended hereby, the Master Declaration shall remain in full force and effect in accordance with its terms.
7. Except as expressly amended hereby, the Master Declaration as amended by the First and Second Amendment shall remain in full force and effect in accordance with its terms. This Third Amendment shall be effective from and after the recording thereof with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the Owner has caused this instrument to be duly executed on the day and year first written above.

MCL/ASD LLC II
an Illinois limited liability company

By: MCL Companies of Chicago, Inc., its Manager

By: 
Daniel E. McLean, President

ATTEST: 
Marilyn Walsh, Secretary

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Daniel E. McLean, President, and Marilyn Walsh, Secretary, respectively, of MCL Companies of Chicago, Inc., an Illinois corporation, manager of MCL/ASD Limited Liability Company II, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation and Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of March, 1997.

Eve Safarik
Notary Public



CONSENT OF MORTGAGEE

Corus Bank, N.A., holder of a note secured by a mortgage on the Property dated July 3, 1996, and recorded with Recorder of Deeds of Cook County, Illinois, on July 3, 1996 as Document No. 96514121, hereby consents to the execution of and recording of the above and foregoing Third Amendment to Declaration of Easements, Restrictions, and Covenants for Mohawk North Homeowners Association.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 26th day of March, 1997.

CORUS BANK, N.A.

By: [Signature]
Its: VICE-PRESIDENT

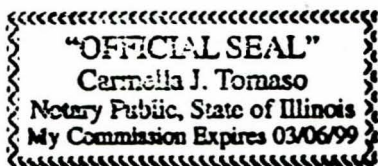
ATTEST:

[Signature]
Its: Commercial Loan Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carmella J. Tomaso, a Notary Public in and for said County and State, do hereby certify that Charles Skopp and Brandon Abraham, respectively, of Corus Bank, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Commercial Loan Officer appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of March, 1997.



Carmella J. Tomaso
Notary Public

SCHEDULE A

LOTS 7, 8, 9, 10, AND 11 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION
IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

EXHIBIT D

Parcels

PARCEL 1: LOT 45 IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 44 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 3: LOT 43 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 4: LOT 42 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 5: LOT 41 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 6: LOT 40 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 7: LOT 39 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 8: LOT 38 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 9: LOT 37 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 10: LOT 36 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 11: LOT 35 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 12: LOT 34 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 13: LOT 33 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 14: LOT 32 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 15: LOT 31 IN W.L. NEWBERRY'S SUBDIVISION, AS DESCRIBED ABOVE.

PARCEL 19: UNIT A47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 20: UNIT B47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 21: UNIT C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 22: UNIT A46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 23: UNIT B46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 24: UNIT C46 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 25: UNIT A45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 26: UNIT B45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 27: UNIT C45 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 28: UNIT A44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 29: UNIT B44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 30: UNIT C44 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 31: UNIT A43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 32: UNIT B43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 33: UNIT C43 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 34: UNIT A42 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 35: UNIT B42 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 36: UNIT C42 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 37: UNIT A41 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 38: UNIT B41 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 39: UNIT C41 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 40: UNIT A40 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 41: UNIT B40 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 42: UNIT C40 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 43: UNIT A39 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 44: UNIT B39 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 45: UNIT C39 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 46: UNIT A38 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 47: UNIT B38 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 48: UNIT C38 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM, AS DESCRIBED ABOVE.

PARCEL 82: LOT 23 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 83: LOT 24 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 84: LOT 25 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 85: LOT 26 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

Legal Description of Property

LOTS 31 THROUGH 45, BOTH INCLUSIVE, IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

UNITS A38, B38, C38, A39, B39, C39, A40, B40, C40, A41, B41, C41, A42, B42, C42, A43, B43, C43, A44, B44, C44, A45, B45, C45, A46, B46, C46, A47, B47, C47 IN THE HOMES OF MOHAWK NORTH CONDOMINIUMS, LEGALLY DESCRIBED AS LOTS 2 TO 11, BOTH INCLUSIVE, IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 23, 24, 25, AND 26 IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-04-108-008;17-04-108-009;17-04-108-010
17-04-108-011;17-04-108-012;17-04-108-013
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17-04-121-008;17-04-121-009;17-04-121-010
17-04-121-011;17-04-121-012;17-04-121-013
17-04-121-014;17-04-121-015;17-04-121-016
17-04-121-034

EXHIBIT F

Shares

<u>Parcel</u>	<u>Shares</u>
1	.0208
2	.0204
3	.0204
4	.0204
5	.0204
6	.0204
7	.0204
8	.0204
9	.0204
10	.0204
11	.0204
12	.0204
13	.0204
14	.0204
15	.0204
19	.0204
20	.0204
21	.0204
22	.0204
23	.0204
24	.0204
25	.0204
26	.0204
27	.0204
28	.0204
29	.0204
30	.0204
31	.0204
32	.0204
33	.0204
34	.0204
35	.0204
36	.0204
37	.0204
38	.0204
39	.0204

40	.0204
41	.0204
42	.0204
43	.0204
44	.0204
45	.0204
46	.0204
47	.0204
48	.0204
82	.0204
83	.0204
84	.0204
85	<u>.0204</u>

100.00 %

EXHIBIT G

Additional Property

LOT 1, IN THE MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 12 THROUGH 22, BOTH INCLUSIVE AND LOTS 27 THROUGH 33, BOTH INCLUSIVE, IN THE MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY REPORT
FOR
MOHAWK NORTH CONDOMINIUM

ISSUED BY
MCL/ASD LIMITED LIABILITY COMPANY II
Developer

✓

PROPERTY REPORT
FOR
THE HOMES OF MOHAWK NORTH CONDOMINIUM

ISSUED BY
MCL/ASD LIMITED LIABILITY COMPANY II
Developer

Effective Date July 1, 1996

CITY OF CHICAGO LAW SPECIFICALLY PROHIBITS ANY REPRESENTATION TO THE EFFECT THAT THE CITY HAS PASSED UPON THE MERITS OF OR GIVEN APPROVAL TO MAKE OR CAUSE TO BE MADE TO ANY PROSPECTIVE PURCHASER ANY REPRESENTATIONS WHICH DIFFER FROM THE STATEMENTS IN THIS PROPERTY REPORT. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER AND ARE NOT BINDING ON THE DEVELOPER. REFER TO THE PROPERTY REPORT FOR BINDING REPRESENTATIONS.

EVERY PROSPECTIVE PURCHASER SHOULD READ THIS DOCUMENT CAREFULLY

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Appendix A: Declaration of Condominium

Appendix B: Form of Purchase Contract

Appendix C: Purchase Prices and Estimated Monthly Budgets

Appendix D: Form of Deed of Conveyance

Appendix E: Floor Plans

Appendix F: Condominium Association Budget

PROPERTY REPORT
FOR
THE HOMES OF MOHAWK NORTH CONDOMINIUM

INTRODUCTION

This Property Report consists of two parts: a narrative portion and an exhibit portion. The narrative portion summarizes the significant features of The Homes of Mohawk North Condominium ("Mohawk North") and presents additional information of interest to prospective purchasers. The exhibits include, among other things, the proposed Declaration of Condominium Ownership for The Homes of Mohawk North Condominium (the "Declaration"), which includes By-Laws of The Homes of Mohawk North Condominium Association (the "By-Laws"), forms of sales and conveyance documents, the proposed operating budget, sales prices, and estimated monthly assessments and taxes. The Declaration and By-Laws are the legal documents required for the creation and operation of the condominium and are sometimes referred to herein as the "condominium instruments". In the event of any inconsistency between the narrative and the exhibits, the exhibits will govern. In the event of any inconsistency between the condominium instruments and the other exhibits, the former will govern.

This Property Report is made in compliance with the requirements of Chapter 13-72 of the Municipal Code of the City of Chicago, and is intended to contain all of the data and information required by Section 13-72-020 of said Ordinance. Any person receiving this report is urged to read the Ordinance in general and Section 13-72-020 in particular, and in reviewing this report to consult with and rely upon an attorney.

LEGAL CONCEPTS. The term "condominium" refers to a form of property ownership that, in effect, combines two older forms of ownership. A residential condominium unit owner is both (1) the sole owner of the portion of a building that encloses that owners' living quarters and (2) one of several mutual owners (in legal terms, "tenants in common") of (a) common facilities that service all owners' living quarters and (b) common areas that a unit owner may use and enjoy along with owners of other units. "Common elements" are all portions of a condominium that are not included within the units. In general, the common elements constitute the underlying land and those portions of the condominium that support, enclose, or otherwise service the units. Each individual unit owner has a fractional percentage share (i.e., an "undivided interest") in the common elements, such that all unit owners together own one hundred percent of the common elements. In Mohawk North, the undivided interest is expressed as a percentage of the total undivided ownership of the common elements. The ownership of this percentage interest gives the unit owner the right, subject to the terms of the Illinois Condominium Property Act and the condominium instruments, to use and participate, as a member of a condominium association represented by a board of managers, in the control of the common elements. It also imposes upon the unit owner the obligation to pay his percentage of the common expenses of

operating and maintaining the common elements. It is the ownership of an undivided interest in the common elements that distinguishes condominium ownership from other forms of property ownership.

Since the condominium units in Mohawk North will be completed over time, it will be an "add-on" condominium. The condominium will initially consist of 3 units with additional units to be added by the Developer in one or more add-ons (for a maximum total of approximately 66 units). With each add-on, percentage interests of all the units will be adjusted, based on the Developer's estimate of their relative values, so that the percentage interests of all existing units plus the add-on units total one hundred percent. The Developer may elect not to add-on portions of the real estate legally described on Exhibit D as real estate eligible to be added-on.

TEXT OF REPORT

A. IDENTITY OF PARTIES

(1) Developer and Owner. The legal owner of the property is MCL/ASD Limited Liability Company II, an Illinois limited liability company. The Developer is also MCL/ASD Limited Liability Company II. MCL Companies of Chicago, Inc. and Allison S. Davis are the managers of such limited liability company. The principal officers of MCL Companies of Chicago, Inc., are Daniel E. McLean, President, and Marilyn Walsh, Executive Vice President, Secretary and Treasurer and its sole Director is Daniel E. McLean. The address of the Developer and Owner is 1337 West Fullerton Avenue, Chicago, Illinois, 60614.

(2) Mortgage. The construction lender ("Construction Lender") is Corus Bank, N.A., 2401 North Halsted Street, Chicago, Illinois 60614.

(3) Others. The initial management agent is MCL Management Corporation ("MCL Management"), whose address is 1337 West Fullerton Avenue, Chicago, Illinois, 60614.

The attorneys for the Owner are Sachnoff & Weaver, Ltd., whose address is 30 South Wacker Drive, Suite 2900, Chicago, Illinois, 60606.

The accountants for the Owner shall be the Owner.

The architect for the project is Roy H. Kruse & Associates, whose address is 1752 North Sedgwick Street, Chicago, Illinois, 60614.

The general contractor for the project is MCL Construction Corporation, whose address is 1337 West Fullerton Avenue, Chicago, Illinois, 60614.

B. PROPERTY AND IMPROVEMENTS

(1) Plat of Survey. Since construction has not been completed, only a copy of the plat of survey of the underlying parcel is attached hereto as part of Exhibit E to Appendix A. The attached plat includes the entire parcel upon which the project will be built and other land. Upon completion of construction of the first three (3) units to be conveyed, and each subsequent group of units, a complete condominium survey of the units then completed or projected from architectural drawings will be included in an amendment to this Property Report. A full size copy of the plat of survey, when completed, will be available for inspection at the office of the general contractor.

(2) Ownership of Common Elements. A list of percentages of ownership of each unit in the common elements of the first phase of the proposed condominium is attached hereto and made a part hereof as Exhibit B to Appendix A.

Title to all of the property, including all units and all common elements, is presently legally vested in the City of Chicago and Owner is the contract purchaser of the land. The property has not as yet been submitted to the Condominium Property Act; the proposed declaration of condominium, attached hereto and made a part hereof as Appendix A, and the plat applicable thereto have not as yet been recorded.

(3) Description of Common Elements. The common elements of the proposed condominium are described in paragraph 1(h) of the proposed Declaration as follows:

"All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls, common stairwells, and structural parts of the improvements on the Parcel, wherever located."

No recreational facilities are proposed.

Limited common elements are described in paragraph 1(m) of the proposed Declaration as follows:

"That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto including specifically such portions of the perimeter walls, floors and ceilings, windows, doors and all fixtures and structures therein which lie outside the Unit boundaries, perimeter doors, windows in perimeter doors, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit and parking spaces, private balconies, roof decks and private fenced yards and patios which have been designated on the plat as Limited Common Elements."

Every Unit with a "B" or "C" in its unit number shall have a private balcony designated as Limited Common Elements on the plat. Every unit with an "A" in its unit number shall have a private patio designated as Limited Common Elements on the plat. Every unit will have a parking space designated as Limited Common Elements on the plat.

(4) Improvements on Zoning Lot. All of the improvements on the same zoning lot as the project shall be part of the condominium.

(5) Easements, Streets, Driveways and Maintenance. North Larabee Street, which is located to the west of the condominium, and West Blackhawk Street, which is located on the north of the condominium, are public streets owned and maintained by the City of Chicago and the north-south alley, which is located on the east of the condominium, is owned by the City of Chicago. will
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(6) Drawings and Architectural Plans. The drawings, architectural plans, and other suitable documents setting forth the necessary information for location, maintenance, and repair of all of the proposed condominium facilities and equipment, if any, are available for inspection at the office of the general contractor and may be inspected, by appointment, during regular business hours.

(7) Construction. The construction of the condominium will commence in July, 1996. The Owner reserves the right to determine and alter design and select materials and other elements in connection with said improvements. It is estimated that this work will be completed in July, 1998, subject to weather conditions, availability of materials, and other conditions beyond the control of the Owner. If completion of work is not in accordance with the schedule set forth above, said work will be completed as soon thereafter as is practical and reasonably possible.

(8) Limitations on Use of Units. A description of limitations upon uses permitted in individual condominium units as contained in the proposed Declaration and By-Laws of the proposed condominium association are set forth in paragraph 11 of the proposed Declaration and are as follows:

"11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days

prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles, including passenger mini-vans, and no other purpose.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Owner or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith. In addition to the foregoing, Owner, or its agents or designees, shall have access to, and ingress and egress over, the Property for a period of five (5) years from the date hereof for purposes of photographing or drawing the Property, or any part thereof, and to use such photographs or drawings in any marketing or other materials as Owner shall choose.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited

Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules or regulations adopted by the Association, which rules or regulations may exclude any kind of pet, other than dogs or cats, by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner or of a member of his family, a household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(l).

(n) Any release or waiver referred to in Paragraph 11(l) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit."

The applicable use provisions of the Zoning Ordinance of the City of Chicago are as follows:

The property is situated within an R-4 General Residence District. Residential use of the project as currently contemplated would not in any way violate the terms of the zoning ordinance.

(9) Limitations on Multiple Purchases. A single purchaser may acquire more than one unit. The circumstances and conditions under which this may be done will be solely within the discretion of the Owner.

(10) Statement of Legal Ownership. The name and address of the owner of record is set forth above in paragraph A(1). The only restrictions, notices, lis pendens or encumbrances of record as of the effective date are:

1. General taxes for the year 1996 and subsequent years.
2. Mohawk-North Redevelopment Ordinance recorded as Document No. 23868964.
3. Redevelopment Agreement recorded as Document No. 96445425.

The Owner will later record a mortgage and assignment of rents in favor of the Construction Lender, as referred to in paragraph A(2), the Declaration of Condominium substantially in the form of Appendix A hereto and a Declaration of Easements, Restrictions, and Covenants for The

Homes of Mohawk North Homeowners Association creating an association covering the owners of the proposed condominium property and other property in the immediate neighborhood.

C. TRANSFER OF CONTROL OF THE CONDOMINIUM FROM THE OWNER

Each unit owner will be a member of the Homes of Mohawk North Condominium Association, an unincorporated condominium association formed to administer and operate the condominium (the "Association"). The affairs of the Association will be directed by the Board of Managers. The Board of Managers of the Association will be initially composed of three persons selected by the Owner. All three of such members of the Board shall hold office until the first annual meeting of the members of the Association. The first annual meeting of the Association will be the earlier of three years from the date the Declaration of Condominium for The Homes of Mohawk North is recorded, sixty (60) days from the date when 75% of the units (by percentage interest) have been conveyed, or such earlier date as the Owner shall select. At that meeting, the Board of Managers shall be expanded to five members elected solely by, from and among the unit owners. The three candidates receiving the highest number of votes will serve for a term of two years and the two with the next highest total will serve for a term of one year. The Owner shall have no special privileges at the election of the Board of Managers at the first annual meeting of the Association or any subsequent elections, but may vote as a unit owner the votes allocated to all units it continues to own.

D. ABSENCE OF PENALTIES FOR DELAYS

There are no penalties if the proposed completion date of any construction, renovation, or conversion is not met. No additional costs will be imposed on any unit owners if such date is not met.

E. PROTECTION FROM OWNER DEFAULTS

Prior to the conveyance of a Unit, any earnest money deposit made with respect thereto will be held in a segregated interest-bearing earnest money account and will not be subject to claims by any of Owner's creditors.

The lien of the mortgage and assignment of rents and leases to the Construction Lender referenced in paragraph B, the only blanket encumbrance for which the Owner will have continuing responsibility, will be released as to each unit sold and to the common elements attributable thereto, as and when conveyed. Therefore, upon closing of purchase, any default by the Owner on any blanket encumbrance would not affect the rights of any unit owner.

F. ABSENCE OF MATERIAL LITIGATION

As of the effective date of this Property Report, the Owner knows of no litigation which could materially affect either the proposed condominium or the Owner's ability to convey clear

The equalized assessment is then multiplied by the tax rate, which is the sum of tax rates of various taxing authorities, such as the City of Chicago, County of Cook, the School Board and other governmental agencies. The tax rate changes from year to year depending on the need for tax revenue and other factors. Although the change is impossible to predict, the trend is upwards. The 1994 tax rate for the property was \$9.264 per \$100.00 of equalized valuation.

Appendix C lists the Owner's estimate of real estate taxes per unit, based on 2.0% of the purchase price of each unit, which is approximately the result that Owner has observed in other new construction condominiums in recent years. Of course, the Owner can give no assurance or guarantee that the equalization factor or tax rate will remain the same as in 1995 or that the assessor's current practice of assessing condominium units will remain constant or consistent.

H. SALES AND CONVEYANCE DOCUMENTS

Copies of the basic purchase contract form proposed to be used by the Owner is attached hereto and made a part hereof, as Appendix B.

Copies of the deed of conveyance forms proposed to be used by the Owner are attached hereto and made a part hereof, as Appendix D.

The Owner does not plan to employ any deed of trust, mortgage or promissory note as all financing of unit purchases, if any, shall be made by unit purchasers through their own mortgage lenders or other finance sources.

Copies of the floor plans of the units as required by the Act are attached hereto and made a part hereof as Appendix E.

I. SALE TERMS AND CLOSING COSTS

As of the effective date of this Property Report, the proposed initial sales price of each unit to be offered for sale is set forth in the schedule attached hereto and made a part hereof, as Appendix C. The Owner reserves the right to change the sales price of a unit without notice.

Estimated closing and settlement costs for each Buyer are estimated as follows:

Deed Recording Fee	\$ 23.00
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Agency Closing Fee	\$200.00
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A Buyer who obtains a mortgage in connection with the purchase of his unit will also be subject to the following charges:

Mortgage Recording Fee	\$ 27.00
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Assignment of Rents	
Recording Fee, if required	\$ 23.00
 Title Insurance	 \$125.00

Lenders will charge additional costs such as credit and appraisal fees and loan service charges or request additional services or protections from the title insurance company which can increase a Buyer's closing and settlement costs.

Each Buyer will be required to purchase Chicago Revenue stamps in connection with the purchase of his unit. These stamps will cost the Buyer \$3.75 per \$500.00 (or fraction thereof) of purchase price of the unit.

The closing and settlement costs described above can be illustrated by assuming the following facts:

The Buyer of Unit B28 purchases the unit at a purchase price of \$134,900, paying 20% of the purchase price as a down payment (\$26,980) and financing the balance (\$107,920) by obtaining an adjustable rate mortgage in that amount with interest fixed at 8.25% per annum for the first 5 years, adjustable annually for the remaining 25 years and amortized over 30 years with Lender's service fee of 1%. The sale closes July 1, 1997. The total amount which such Buyer must pay for the unit by the date of closing is as follows:

1.	Earnest money on signing of contract	\$13,490.00
2.	Balance of down payment due when title is transferred to Buyer	13,490.00
3.	Service fee to Lender	1,079.20
4.	Credit and appraisal fee to Lender	250.00
5.	Closing costs:	
	a) to record deed	\$ 23.00
	b) Agency closing fee	200.00
	c) to record mortgage	27.00
	d) Buyer's title insurance charges	<u>\$125.00</u>
	Total:	375.00

6.	Condominium reserve deposit (equal to 2 months maintenance assessment)	140.02
7.	Buyer's share of 1997 real estate taxes (from July 1, 1997 to December 31, 1997)	263.51
8.	City of Chicago Revenue Stamps	<u>1,012.50</u>
	Total cash required by Closing	\$30,100.23

Monthly mortgage, tax and condominium assessment costs of said unit through December 31, 1997, can be expected to be approximately the following (also see Paragraph J.):

1.	Monthly payment of principal and interest	\$ 810.80
2.	Monthly tax payments to Lender (1/12th of estimated 1997 real estate taxes for Buyer's unit)	224.84
3.	Monthly condominium assessment	<u>70.01</u>
	Total Monthly costs	\$1,105.65

The foregoing figures are in many cases approximate and are based on the Owner's best judgment. The Owner cannot guarantee, nor does the Owner warrant, that mortgages similar to the one illustrated will be available, or, for example, that lenders' charges will be as set forth above. The foregoing is for illustrative purposes only and does not take into account any income tax benefits to be obtained by potential deduction of real estate taxes and mortgage interest from a unit owner's adjusted gross income.

J. MONTHLY COSTS AND PAYMENTS

Attached hereto and made a part hereof, as Appendix C, is a schedule of estimated monthly payments for each unit for the first year after the projected date of assumption of control by the Board of Managers, including estimated utilities, maintenance assessments, real estate taxes, and mortgage payments. Said estimated monthly maintenance assessments are based upon the projected operated costs at expense levels which prevailed when the budget was prepared and, therefore, will not reflect increased costs resulting from inflation and other unpredictable causes.

Electrical, gas, and telephone service will be provided directly to unit owners by the relevant public utilities and will be billed directly to the unit owners by those companies. Water will be provided directly to the Association by the City of Chicago and will be billed to the

Association by the City. Although costs will vary according to usage and depending on the season and thus cannot be accurately estimated, the Owner believes the following average monthly utility charges can be estimated:

Electricity:	\$28.00 per month
Gas:	\$40.00 per month

ALL ESTIMATES BASED ON REPORTED DATA FROM GAS COMPANY ON SIMILAR PROPERTY AND HOMEOWNERS REPORTED EXPENSES AT SIMILAR DEVELOPMENTS.

K. FINANCING TERMS

The Owner is not financing any units.

L. APPLIANCES AND PERSONAL PROPERTY

Each unit in The Homes of Mohawk North will include the following appliances:

Whirlpool Refrigerator ET18MXD; Whirlpool Gas Range SF315PEEW; Whirlpool Dishwasher DU840CWDB; Whirlpool Disposal E-10; and Whirlpool Exhaust Hood RH2730XX.

All appliances are available in white and almond. The dishwasher is also available in black. Upgraded appliances are available for each unit at additional cost.

M. DOCUMENTS AFFECTING THE PROPERTY

(1) Documents

Copies of the proposed Declaration (including By-Laws) and plat are attached hereto and made a part hereof, as Appendix A and Exhibit E to Appendix A, respectively.

THE DESCRIPTION OF UNITS AND PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS HEREIN IS PRELIMINARY AND MAY BE CHANGED IN MATERIAL RESPECTS UPON THE RECORDING OF THE DECLARATION AND PLAT.

(2) Description of Documents:

(a) There are no leases of any real or personal property in the proposed condominium.

Subject to the applicable provisions of the City and State condominium ordinance and statute, the Owner reserves the right to enter into leases for any units not sold.

(b) There are no management contracts, employment contracts, insurance policies or other contract affecting the use, maintenance or access to all or part of the proposed condominium expiring later than two years after the first unit is offered for sale, except as described in paragraphs B(10) and N(2).

(c) The amounts of insurance policies available to the proposed condominium maintained by or on behalf of the Owner, all of which are currently in effect, are as follows:

Property Coverage Building: \$5,500,000

Liability Coverage: \$1,000,000 combined single limit for bodily injury and property damage liability for each occurrence and in the aggregate.

Paragraph 9 of the Declaration, when recorded, will require the Board of Managers of the Association to obtain insurance on the property (exclusive of additions within, improvements to, and decorating of units and limited common elements by unit owners) against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements and the units and comprehensive public liability insurance of \$1,000,000 combined single limit for bodily injury and property damage liability for each occurrence and in the aggregate.

N. MANAGEMENT OF THE PROPERTY

(1) Management Agent. The management agent initially will be MCL Management. Services to be performed by the management agent will consist primarily of administering the property on behalf of the Association and operating, maintaining, repairing, and replacing the common elements; hiring employees, retaining professionals, and purchasing services and materials in connection therewith; procuring and supervising casualty insurance on the property obtained by the Association and liability insurance; paying all expenses related to the property from the assessments collected from the unit owners, including costs of administration, operation, maintenance, repair and replacement, salaries, fees, and costs of services, and insurance premiums; submitting proposed budgets and reports to the board; and communicating with and collecting assessments from unit owners.

(2) Management Contract. The management contract with MCL Management will commence on the date of the closing of the first unit to be closed and will continue until the date on which the control of the condominium project passes to the first Board of Managers elected by all Unit Owners. The initial management fee due MCL Management shall not exceed \$660 per month and thereafter shall be subject to increase provided the Association is given sixty days prior written notice of such proposed increase.

(3) Termination of Contract. The management contract may be cancelled or terminated by either MCL Management or the Association at any time on thirty (30) days prior written notice.

O. ESTIMATED OPERATING BUDGET

An estimated operating budget for the proposed condominium, projected for a period of one year from the expected date that control of the condominium project passes to the first Board of Managers, the majority of whom are elected, is attached hereto and made a part hereof, as Appendix F. Said budget includes the basis on which each item included was formulated. The budget has been prepared under the assumption that sufficient land and improvements will be added-on to result in 66 condominium units. If less units are added-on, the budget will vary.

THE OWNER HAS NOT PROVIDED A RESERVE FOR CERTAIN POSSIBLE FUTURE COSTS OF THE CONDOMINIUM IN HIS BUDGET. ACCORDINGLY, IT MAY BE NECESSARY TO PROVIDE FOR A SPECIAL ASSESSMENT TO ALL CONDOMINIUM UNIT OWNERS TO PAY FOR SUCH COSTS SHOULD THEY OCCUR.

P. PROVISIONS FOR PAYMENT OF EXPENSES

The Owner has made no provisions to cover the proposed operations and maintenance budget in the event that an insufficient number of units are sold. The Owner, as unit owner with respect to each unsold unit, will pay the maintenance assessment for each such unit.

Q. RECREATIONAL AND PARKING FACILITIES

(1) Recreational Facilities. There are no recreational facilities which the unit owners are required to be a member of, support, or participate in financially.

(2) Parking Facilities. Each unit includes one (1) outdoor parking space as part of such unit suitable for parking one automobile. The location of such parking spaces are as shown on the plat of survey attached hereto and made a part hereof as Exhibit D to Appendix A.

R. RESTRICTIONS ON TRANSFERS OF UNITS

THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

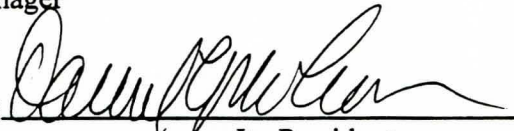
Restrictions upon the sale, leasing, subleasing, or assignment of a unit are set forth in Paragraph 7 of the proposed Declaration of Condominium, which is attached as Appendix A hereto and Section 17 of the basic purchase contract form attached as Appendix B hereto. The sale or transfer of a Unit is not otherwise restricted or controlled, except as may be provided on individual purchase contracts and deeds of conveyance modified from the forms attached hereto as Appendix

B and Appendix D, respectively. Any such modification shall be expressly brought to the attention of the Purchaser.

The undersigned affirm that this Property Report and any supplements, modifications, and amendments are true, full, complete, and correct.

MCL/ASD LIMITED LIABILITY COMPANY II,
an Illinois limited liability company

By: MCL Companies of Chicago, Inc., its
manager

By: 
Its President

APPENDIX A

Declaration of Condominium

APPENDIX B

Form of Purchase Contract

MOHAWK NORTH
CONDOMINIUM PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made by and between "Buyer #1 Name" and "Buyer #2 Name" of "Buyer's Current Address", "City", "State" "Zip" ("Buyer") and MCL/ASD, L.L.C. II, AN Illinois limited liability company, of 1337 W. Fullerton, Chicago, Illinois 60614 ("Seller").

1. Ownership. Seller shall sell to Buyer and Buyer shall purchase from Seller the premises consisting of Unit No. "Unit #" located in Building "Building", Type "Type" (the "Premises") located at "Unit Address", Chicago, Illinois, together with its undivided percentage interest in the Common Elements of the Parcel and improvements thereon (collectively, the "Property"), which percentage is set forth in the Declaration of Condominium for Mohawk North Condominium (the "Declaration").

2. Description of Real Estate. All condominium units at Mohawk North Unit "Building" Condominium (the "Condominium") are located on a portion (the "Parcel") of the real estate described on the attached Exhibit A.

3. Personal Property. The items of personal property listed on Exhibit B attached hereto are included in the purchase price and will be transferred by Seller to Buyer at closing by means of a Warranty Bill of Sale.

4. Price and Terms. The total Purchase Price shall be "Purchase Price", plus the total of any amendment amounts. Buyer has paid 10% of the Purchase Price with the execution of this Contract (the "Earnest Money"). The Earnest Money shall be held in a segregated earnest money account (the "Account") used exclusively for holding earnest money deposits, for the mutual benefit of the parties. The closing of the transaction contemplated by this Contract (the "Closing") shall occur on the Closing Date (as defined below). Buyer shall pay the balance of the Purchase Price, plus or minus prorations, on the Closing Date (as defined below) by certified or cashier's check. Buyer shall receive a credit on the Closing Date for interest paid on the Earnest Money while deposited in the Account as required by the Act (as defined below).

5. Mortgage Contingency. (a) This Contract is contingent upon Buyer's ability to procure on or before "Mortgage Contingency Date" a mortgage commitment for "Mortgage Contingency Amount" at a fixed or adjustable interest rate not to exceed prevailing rates, to be amortized over 30 years, with the original service charge not to exceed 3%. Buyer shall pay the lender's customary application fee, service charge and all of the lender's customary credit, appraisal, mortgage insurance and closing costs.

(b) Buyer hereby represents and warrants to Seller that Buyer is purchasing the Premises for Buyer's personal residence, to be occupied by Buyer upon closing hereunder. Buyer agrees to promptly apply for such mortgage loan, furnish all necessary information and execute all necessary documents including any application and any and all documents necessary for the completion of an application for a first mortgage on the Premises, in the form required by the lender, together with all instruments reasonably required to complete and make the loan fully merchantable in all respects. If requested to do so by Seller, Buyer agrees to apply to a lender designated by Seller promptly after the execution hereof. If, after making every reasonable effort, Buyer is unable to procure such commitment on or before "Mortgage Contingency Date" and so notifies Seller thereof within that time, this Contract shall be null and void and the Earnest Money and all accrued interest on the Earnest Money attributable to the Base Purchase Price shall be returned to Buyer, provided, however, that Seller shall retain from monies paid by Buyer a sum deemed by Seller sufficient to compensate Seller for the price of all Extras supplied to the building site or installed by Seller or for which Seller shall become obligated to pay prior to termination of this Contract. Notwithstanding the foregoing, if Seller, at its option, within sixty (60) days following Buyer's notice, procures for Buyer such a commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. Buyer agrees to cooperate with Seller or such lender or lenders designated by Seller in the event Seller exercises the option described above to the same extent as Buyer is required to cooperate with the lender to which Buyer first applied.

6. Broker. Buyer warrants that no brokers, salespersons or any other parties other than "Broker's Firm" was instrumental in submitting, showing or selling the Premises to Buyer. Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost, damage or liability resulting from a claim by any other broker or finder for a right to a commission, referral fee or finder's fee for showing or introducing Buyer to the Premises.

7. Closing Date and Title Insurance. (a) The Closing Date is estimated to be "Estimated Closing Date". Notwithstanding such estimated Closing Date, the actual Closing Date shall be selected by Seller upon not less than fourteen (14) days prior notice to Buyer; provided, however, that the Closing Date shall not be set earlier than thirty-five (35) days from the Acceptance Date. In the event the sale does not close on or before "Drop Dead Date" through no fault of Buyer, upon written notice to Seller after "Drop Dead Date" ("Late Notice") and Seller's failure to close within fourteen (14) days following Seller's receipt of the Late Notice, Buyer may terminate the Contract and receive a refund of Buyer's Earnest Money and the accrued interest thereon and all monies paid by Buyer pursuant to Section 15 as Buyer's sole remedy. This transaction shall be closed and the payment of the balance of the Purchase Price and delivery of deed shall be made through an escrow (the "Escrow") established with a title company of Seller's selection authorized to act as escrowee in Illinois (the "Escrowee") in

accordance with the general provisions of the usual form deed and money escrow then in use by the Escrowee modified to conform to the terms of this Contract. Seller shall provide at its cost, an Owner's Title Insurance Policy issued by a title insurance company of Seller's selection (the "Title Insurer") with extended coverage over all general exceptions in the full amount of the Purchase Price, subject only to the matters set forth in Section 8(b), Buyers's mortgage, trust deed or other security documents, liens or other matters insured over by the Title Insurer, and acts done or suffered by Buyer. Seller shall pay all charges normally attributable to sellers, including the cost of the Owner's Title Insurance Policy, State and County transfer stamps, and one-half (1/2) of the Escrow fee. Buyer shall pay all charges normally attributable to buyers, including deed and mortgage recording charges, Mortgage Title Insurance Policy, one-half (1/2) of the Escrow fee (or, if no escrow, the Agency Fee), City of Chicago transfer stamps, and all costs of the money lender's escrow, if any. Buyer shall be given possession of the Premises on the Closing Date, provided Buyer has performed all of its obligations hereunder.

(b) In the event that subsequent to Closing either party shall determine that the Closing Statement or any other document relating to the Closing contains errors or omissions which result in Buyer: (1) obtaining the Unit for a sum less than the amount that Buyer would have paid if no such errors or omissions were present ("Deficiency"); or (2) obtaining the Unit for a sum more than Buyer would have paid if no such errors or omissions were present ("Overage"); then, upon written notice thereof from the other party, Buyer shall pay to Seller the Deficiency, or Seller shall pay to Buyer the Overage, as the case may be within 5 days.

8. Title and Conveyance. (a) Buyer agrees that Buyer personally assumes the obligations appurtenant to Buyer's Unit under the Declaration (as hereinafter defined) providing for the maintenance and upkeep of the Condominium from and after the Closing Date and any obligations of, or the appurtenant, the Condominium.

(b) At Closing, Seller shall cause to be conveyed to Buyer by Warranty Deed, title to the Property, subject only to the following provided the same do not interfere with Buyer's intended use of the Property as a condominium residence for a single family: (1) real estate taxes not yet due and payable; (2) zoning and building laws or ordinances; (3) covenants, conditions, restrictions and utility easements of record, provided the Property improvements do not violate or encroach thereon; (4) all rights, easements, restrictions, conditions and reservations of record or contained in the Declaration of Condominium for Mohawk North (the "Declaration") and the Plat of Subdivision for Mohawk North and a reservation by Mohawk North Condominium Association (the "Condominium Association") to itself and its successors and assigns, for the benefit of all Unit Owners at the Condominium, of the rights and easements set forth in the Declaration; (5) Declaration of Easements, Restrictions and Covenants for The Homes of Mohawk North Homeowners Association (the "Master Association") as amended from time to time (the "Master Declaration"); (6) provisions of the Condominium Property Act of Illinois (the "Act"); (7) the restrictions set forth in Section 17 below; (8) the terms, provisions, restrictions and covenants set forth in the Agreement for Sale and Redevelopment of Land between the Seller and the City of Chicago recorded as document no. 96445425; (9) the terms and provisions of Ordinance recorded March 30, 1977 as Document 23868964; (10) such other matters as to which the Title Insurer commits to insure Buyer against loss or damage.

(c) Real estate taxes and any other items customarily prorated are to be adjusted as of the Closing Date; provided, however, that Seller shall pay all 1995 real estate taxes when due. Real estate taxes for subsequent years shall be prorated on the basis of the last ascertainable real estate tax bill, provided, however, that in the event the bill for the second installment of the real estate taxes for subsequent years is unavailable on or before the Closing Date, real estate taxes shall be prorated based upon the most recently ascertainable assessed valuation, equalization factor and tax rate. If the last ascertainable real estate tax bill is assessed against the Parcel, the tax on the Premises shall be determined by Seller by multiplying the last ascertainable real estate tax bill by the percentage ownership interest in the Common Elements appurtenant to the Premises. If the last ascertainable real estate tax bill is assessed against the Parcel and other real estate, the portion attributable to the Parcel shall be determined by multiplying the number of square feet in the Parcel by the most recent ascertainable assessed valuation of land, equalization factor and tax rate and shall be deemed the "last recent ascertainable real estate tax bill" for purposes of the preceding sentence. At Closing, the proration for years in which divided tax bills are not anticipated shall be paid into a segregated account ("Seller's Tax Account") established by Seller for payment of real estate taxes when due on the Parcel. Seller shall be entitled to all net earnings of the escrow account with regard to Seller's share of the real estate taxes. Buyer shall also pay its share of real estate taxes for the Premises from the Closing Date to the end of such calendar year into a segregated account ("Buyers' Tax Account"). The Association shall be entitled to all earnings on the Buyers' Tax Account. To the extent the amounts deposited or prorated at Closing are insufficient to pay the Unit's share of real estate taxes when due, the balance due for the Unit shall be paid by Buyer to the Association on demand. The parties further agree that hazard and liability insurance will be procured by Seller, and Buyer shall pay Buyer's proportionate share of the premium prorated as of the Closing Date. All proratons at closing are final.

9. Defaults. A failure to appear at the time and place stated in the notice of Closing Date, a failure to furnish all requested credit information and sign customary papers relating to the application and securing of a mortgage commitment pursuant to Section 5, or a failure to enter into an escrow agreement or make the deposits required thereunder shall be a default. In the event that the closing shall not occur for any reason not attributable to fault of Seller other than Buyer's failure to obtain a loan commitment as provided in Section 5, then Seller shall have the right to retain as liquidated damages all monies paid by Buyer as Earnest Money and the accrued interest thereon and monies paid by Buyer pursuant to Section 15 as Seller's sole and exclusive remedy. In the event Seller shall fail or be unable to deliver title to the Property as herein

provided on account of title defects which Buyer is unwilling to waive, this Contract shall be terminated and the Earnest Money shall be returned forthwith to the Buyer. Return of all Buyer's funds as aforesaid shall be Buyer's sole and exclusive remedy in the event of Seller's default hereunder. Notwithstanding the foregoing, in the event of a willful or intentional default by Seller, Buyer shall be entitled either to return of the Earnest Money and the accrues interest thereon and all monies paid by Buyer pursuant to Section 15 or alternatively to pursue an action for specific performance as its exclusive remedy hereunder. In the event the Closing does not occur on the date selected by Seller pursuant to Section 7 hereof through no fault of Seller and Seller does not elect to terminate the Contract, Buyer shall pay to Seller as a late closing fee, interest on the Purchase Price, as amended, at 12% per annum from the date selected by Seller for closing pursuant to Section 7 to the actual date upon which the Closing occurs.

10. Construction. (a) Seller shall construct the Property substantially in accordance with the plans and specifications for the Property on file in Seller's office, subject to change orders entered into by Buyer and Seller after the date hereof, if any, and any specifications attached hereto. Any model unit maintained by Seller may include nonstandard features and may not be relied upon as a model of what will be included in the Property when completed. Seller reserves the right to substitute or change materials or brand names to those of similar color or equal or better quality and utility and to make changes in construction including standard specifications as may be required by material shortages, strikes, stoppages, labor difficulties, required field changes of a nonmaterial nature or such emergency situation as may, in Seller's reasonable judgment, require the same. Seller also may make such changes in the plans for Units other than the Property as Seller deems appropriate. Seller shall proceed diligently with construction work. Seller shall not be liable, and the obligation of Buyer hereunder shall not in any manner be excused or varied, if construction is delayed or prevented by war, acts of God, riots, civil commotion, governmental regulation, strikes labor or material shortage, unseasonable weather conditions, or other causes beyond Seller's control.

(b) When notified by Seller, Buyer shall make all color and material selections permitted for the premises from among such samples and on such forms as Seller shall provide. If Buyer fails to make all or any part of such selections within ten (10) days from Seller's notice, Seller is hereby authorized to complete the Premises as Seller may deem suitable or alternatively, Seller may terminate the Contract by written notice to terminate. In the event of such termination, the Earnest Money with accrued interest thereon and all monies paid by Buyer pursuant to Section 15 shall be refunded to Buyer. Buyer acknowledges and agrees that failure to make selections within such time will result in delay of the dates set forth in Section 7 hereof.

(c) When notified by Seller that the Premises is substantially completed, Buyer shall have the right to inspect the Premises with an authorized representative of Seller for the purpose of agreeing on a punch list of items not yet completed, which items shall be completed by Seller within 45 days of the Closing Date. Buyer's refusal to close under this Contract because of either Buyer's failure to conduct such inspection prior to the Closing Date or Buyer's refusal to close because all items on the punchlist are not completed prior to the Closing Date shall constitute a default by Buyer hereunder. The Closing shall be scheduled upon substantial completion and no holdback shall be required for incomplete punchlist items. However, if Buyer's lender requests a holdback escrow for incomplete items, Seller shall, at its election, either delay the Closing to complete such items or agree to a holdback escrow. Buyer shall afford Seller reasonable access to the Premises after Closing to complete punchlist items and to do warranty work pursuant to Section 11 hereof.

(d) The thermal insulation utilized in construction of the Property shall be as follows:

Location of Insulation	Types of Insulation	Thickness of Insulation	R-Value
Exterior Masonry Walls	Unfaced Fiberglass Batt with Poly-vapor Barrier	1 1/2 in.	R-6
1st and 2nd Floor Ceiling	Fiberglass Batt	5 1/2 in.	R-19
Roof Ceiling	Fiberglass Batt	9 1/2 in.	R-30

(e) At all times prior to Closing and delivery of possession of the Premises to Buyer, Buyer may not enter the Premises unless Buyer is accompanied by an authorized representative of Seller during normal business hours. Any unauthorized entry upon the Premises or any portion thereof shall, at Seller's election, constitute grounds for cancellation of this Contract by Seller.

11. Warranty. Seller warrants the workmanship and material of the construction work in the Premises and the habitability of the Premises for a period of one (1) year from the date of tender of possession of the Premises, and the workmanship and materials in the Common Elements for a period of one (1) year from the date of completion of the portion of the Common Elements as to which the warranty claim is asserted (the "Warranty Period"), against defects arising out of faulty workmanship or material. Seller shall also assume the obligations of the manufacturers' warranties covering consumer products, if any, to be conveyed to Buyer hereunder ("Consumer Products") from and after their expiration until the expiration of the Warranty Period. Seller shall correct defective work in accordance with the terms of the Homeowner Limited Warranty Manual delivered to Buyer prior to Closing. These warranties of workmanship and materials and of habitability may not be assigned or transferred by Buyer and shall be enforceable only by Buyer and not by Buyer's grantees or other successors in interest. At closing, Seller shall

deliver to Buyer all manufacturers' warranties, if any, covering the Consumer Products.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11, SELLER HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, HABITABILITY (EXCEPT AS EXPRESSLY WARRANTED ABOVE FOR ONE YEAR) AND MERCHANTABILITY. THE LIMITED WARRANTIES CONTAINED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED, PROVIDED THAT IN THE EVENT ANY ITEM WARRANTED HEREIN IS DEEMED TO BE A CONSUMER PRODUCT UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, THEN, AND ONLY IN THAT EVENT, THE DISCLAIMER OF IMPLIED WARRANTY SHALL COMMENCE FROM AND AFTER THE EXPIRATION OF THE EXPRESS WARRANTIES SET FORTH HEREIN.

12. Survey and Insurance Certificate. On the Closing Date, Seller shall deliver to Buyer a copy of those pages of the survey attached to the Declaration locating the Premises and the improvements on the Parcel and an insurance certificate disclosing the types and amounts of insurance in force.

13. Offer. This document shall be considered a firm offer by Buyer which shall remain open in consideration of the Seller's reserving the Premises for Buyer for twenty (20) days from the date hereof, and may be accepted by Seller and executed at any time during said period. Upon execution by Seller, an executed copy of this document shall be sent to Buyer, otherwise, the firm offer shall be considered rejected and all funds deposited by Buyer shall be promptly returned to Buyer.

14. Reserves. At closing, Buyer shall pay as reserves an amount equal to two months' assessments for common expenses based on Seller's initial estimate of monthly assessments after the control of the Master Association and the Condominium Association passes to the first Board of Managers elected by the Members of each association. The reserves deposited at closing shall be allocated between the Master Association and the Condominium Association, with the Master Association receiving an amount equal to two (2) months assessments allocated to the Unit and the balance of such deposit to the Condominium Association. Seller shall require a similar assessment reserve to paid by every other buyer of a unit at the Condominium.

15. Extras. Any additions, deletions and substitutions from the plans and specifications (the "Extras") selected by Buyer after the date hereof shall be evidenced by a written amendment to this Contract. The amount of the cost of the Extras shall be adjustments to the Purchase Price. Upon Seller's execution of such amendment, Buyer shall pay to Seller 20% of the cost of such Extras as additional Earnest Money. Funds deposited with Seller as additional Earnest Money shall be disbursed by Seller for completion of such Extras, at such times and in such amounts as Seller reasonably deems to be appropriate to pay for Extras. Buyer shall not be entitled to interest on funds deposited for Extras. Buyer and Seller acknowledge that it is the intent of Buyer to make selections and request Extras to the Premises after the date hereof. Such selections and Extras are subject to the approval of Seller in writing, which approval shall not be unreasonably withheld. Refusal will be reasonable if, among other things, such selections or Extras will materially affect the construction schedule. Notwithstanding the foregoing, in no event shall Seller be obligated to accept any change orders after sixty (60) days from the date hereof.

16. Authority. As of the date hereof, Seller is not the legal owner of the Property but is a contract Purchaser of the Property. In the event Seller is unable to acquire title to the Property, this Contract shall be null and void and the Earnest Money and all accrued interest on the Earnest Money and all monies paid by Buyer pursuant to Section 15 above shall be promptly returned to Buyer.

17. Transferability. The Property may not be sold or exchanged or listed for sale with any real estate broker within the first twelve (12) months subsequent to the Closing Date ("Restriction Period") without the prior written consent of Seller. The Seller shall have the exclusive right to purchase the Property during the Restriction Period at the same purchase price the Buyer paid to Seller for the Property at the Closing.

18. Miscellaneous. All notices and demands required hereunder shall be made in writing and the mailing of notice by first-class mail to the Seller or Buyer at the addresses given in the Contract shall be sufficient. Time is of the essence of this Contract. No representations, warranties, undertakings or promises other than those expressed herein, whether oral, implied, written or otherwise shall be considered a part of this transaction. This Contract may not be assigned by Buyer under any circumstances and any attempted assignment shall result in this Contract being declared null and void by Seller. All agreements and covenants contained herein shall be binding upon and inure to the benefit of the heirs, executors and administrators of the parties hereto. Buyer acknowledges receipt of the Property Report for the Condominium. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

CONTRACT DATE: *Today's Date(L)*

ACCEPTED THIS _____ DAY OF _____, 19____
(the "Acceptance Date")

BUYER:

SELLER:
MCL/ASD L.L.C.
an Illinois limited liability company

By: MCL Companies of Chicago, Inc., an Illinois Corporation,

Buyer #1 Name

S.S. #*S.S.#

(L)*

a Manager

By: _____

Its: _____

Buyer #2 Name

S.S. #*S.S.#1*

RIDER TO CONDOMINIUM PURCHASE CONTRACT
Dated *Today's Date* By and Between
Seller and *Buyer #1 Name* and *Buyer #2 Name*, As Buyer

Buyer's obligation under the contract to which this rider is attached (the "Contract") shall be subject to the approval of Buyer's attorney on or before *Rider's Date* of the terms of this Contract other than economic terms and delivery dates. If Buyer's attorney disapproves of any of the terms hereof (other than economic terms), and notifies Seller in writing within such time, this Contract shall be terminated and all earnest money shall be returned to Buyer. If Buyer fails to give notice of such attorney disapproval within such time, Buyer's attorney shall be deemed to have approved the Contract.

BUYER:

SELLER:

By: _____

Its: _____

CONDOMINIUM PURCHASE CONTRACT
Exhibit "A" to the Purchase Contract

LOTS 1 THROUGH 6 BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 1 IN BLOCK 5 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1, 3, AND THE WEST HALF OF LOTS 4 THROUGH 7, BOTH INCLUSIVE, IN ASSESSOR'S DIVISION OF LOTS 2, 3 AND 4 IN BLOCK 5 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF LOTS 12 THROUGH 15, BOTH INCLUSIVE, IN C.N. MCCUBBIN'S SUBDIVISION OF LOTS 5 AND 6 IN THE SUBDIVISION OF BLOCK 5 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN SCHMITT'S SUBDIVISION OF LOTS 7, 8 AND THE NORTH HALF OF LOT 9 IN THE SUBDIVISION OF BLOCK 5 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE WEST HALF OF THE SOUTH HALF OF LOT 9 BLOCK 5 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM PURCHASE CONTRACT
Exhibit "B" to the Purchase Contract

The following items of personal property are included in the Purchase Price and will be transferred by Seller to Buyer at closing by means of a Warranty Bill Sale:

Whirlpool

Refrigerator:	ET18TMOXW/N in white or almond
Dishwasher:	DU840CWDB W/N in black, white or almond
Gas Range:	SF315PEEW/N in white or almond
Disposal:	E-10
Range Hood:	RH2730XXW/N in white or almond

APPENDIX C

PURCHASE PRICES AND ESTIMATED
MONTHLY BUDGETS FOR

The Homes of Mohawk North CONDOMINIUM

<u>Unit/ Type</u>	<u>Purchase Prices</u> ¹	<u>Percent- ages</u>	<u>Maintenance Assessments</u> ²	<u>Real Estate Taxes</u> ³	<u>Mortgage Payments</u> ⁴	<u>Util- ities</u> ⁵	<u>Totals</u>
A27	\$137,500	1.52%	\$71.36	\$229.17	\$826.43	\$68.00	\$1,194.96
B27	147,500	1.63%	76.55	245.84	886.53	68.00	1,276.92
C27	153,500	1.70%	79.67	255.84	922.60	68.00	1,326.10
A28	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B28	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C28	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A29	126,900	1.40%	65.86	211.50	762.72	68.00	1,108.08
B29	136,900	1.51%	71.05	228.17	822.82	68.00	1,190.05
C29	147,900	1.64%	76.76	246.50	888.94	68.00	1,280.20
A30	126,900	1.40%	65.86	211.50	762.72	68.00	1,108.08
B30	136,900	1.51%	71.05	228.17	822.82	68.00	1,190.05
C30	147,400	1.63%	76.50	245.67	885.93	68.00	1,276.10
A31	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B31	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C31	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A32	127,500	1.41%	66.17	212.50	766.33	68.00	1,113.00
B32	137,500	1.52%	71.36	229.17	826.43	68.00	1,194.96
C32	148,000	1.64%	76.81	246.67	889.54	68.00	1,281.02
A33	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B33	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C33	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A34	126,900	1.40%	65.86	211.50	762.72	68.00	1,108.08

<u>Unit/ Type</u>	<u>Purchase Prices</u> ¹	<u>Percent- ages</u>	<u>Maintenance Assessments</u> ²	<u>Real Estate Taxes</u> ³	<u>Mortgage Payments</u> ⁴	<u>Util- ities</u> ⁵	<u>Totals</u>
B34	\$136,900	1.51%	\$71.05	\$228.17	\$822.82	\$68.00	\$1,190.05
C34	147,400	1.63%	76.50	245.67	885.93	68.00	1,276.10
A35	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B35	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C35	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A36	127,500	1.41%	66.17	212.50	766.33	68.00	1,113.00
B36	137,500	1.52%	71.36	229.17	826.43	68.00	1,194.96
C36	148,000	1.64%	76.81	246.67	889.54	68.00	1,281.02
A37	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B37	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C37	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A38	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B38	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C38	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A39	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B39	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C39	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A40	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B40	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C40	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A41	126,900	1.40%	65.86	211.50	762.72	68.00	1,108.08
B41	136,900	1.51%	71.05	228.17	822.82	68.00	1,190.05
C41	147,400	1.63%	76.50	245.67	885.93	68.00	1,276.10
A42	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B42	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C42	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71

<u>Unit/ Type</u>	<u>Purchase Prices</u> ¹	<u>Percent- ages</u>	<u>Maintenance Assessments</u> ²	<u>Real Estate Taxes</u> ³	<u>Mortgage Payments</u> ⁴	<u>Util- ities</u> ⁵	<u>Totals</u>
A43	\$127,500	1.41%	\$66.17	\$212.50	\$766.33	\$68.00	\$1,113.00
B43	137,500	1.52%	71.36	229.17	826.43	68.00	1,194.96
C43	148,000	1.64%	76.81	246.67	889.54	68.00	1,281.02
A44	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B44	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C44	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A45	126,900	1.40%	65.86	211.50	762.72	68.00	1,108.08
B45	136,900	1.51%	71.05	228.17	822.82	68.00	1,190.05
C45	147,400	1.63%	76.50	245.67	885.93	68.00	1,276.10
A46	126,900	1.40%	65.86	211.50	762.72	68.00	1,108.08
B46	136,900	1.51%	71.05	228.17	822.82	68.00	1,190.05
C46	147,400	1.63%	76.50	245.67	885.93	68.00	1,276.10
A47	124,900	1.38%	64.82	208.17	750.70	68.00	1,091.69
B47	134,900	1.49%	70.01	224.84	810.80	68.00	1,173.65
C47	145,400	1.61%	75.46	242.34	873.91	68.00	1,259.71
A48	137,500	1.52%	71.36	229.17	826.43	68.00	1,194.96
B48	147,500	1.63%	76.55	245.84	886.53	68.00	1,276.92
C48	153,500	1.70%	79.67	255.84	922.60	68.00	1,326.10

1. Purchase Prices are subject to change at any time without notice.

2. Maintenance Assessments are based on the budget attached to the Property Report as Appendix F and projected percentages for a condominium of 66 units. See Paragraph J of the Property Report.

3. Real Estate tax estimates for completed homes are based on 2.0% of the Purchase Prices. See Paragraph G of the Property Report.

4. Mortgage Payment estimates are based on loans in original principal amount of 80% of the Purchase Price at 8.25% interest, amortized over 30 years.

5. Utilities estimates are based on estimates by Owner based on experience in similar buildings. See Paragraph J of the Property Report.

APPENDIX D

FORM OF CONVEYANCE DEED

WARRANTY DEED
STATUTORY (ILLINOIS)
CORPORATION TO INDIVIDUAL

THE GRANTOR, MCL/ASD LIMITED LIABILITY COMPANY II, an Illinois limited liability company, for and in consideration of the sum of TEN (\$10.00) and 00/100-----DOLLARS and other good and valuable consideration, in hand paid, CONVEYS AND WARRANTS TO

Buyer #1 *And* *Buyer #2*
of *Old Address*, *Old City*, *Old State* *Old Zip*

Tenancy, the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Real Estate Index Number(s): _____

Address of Real Estate: *New Address*, Chicago, IL 60610

In Witness Whereof, said Grantor has caused its name to be signed to these presents by Daniel E. McLean and Marilyn Walsh, President and Secretary, respectively, of MCL Companies of Chicago, Inc., an Illinois corporation, a Manager of MCL/ASD Limited Liability Company II, this *Deed Date (14th)* day of *Deed Month* *Deed Year*.

MCL/ASD L.L.C. II,
an Illinois Limited Liability Company

By: MCL Companies of Chicago, Inc.,
a manager

By: _____
Daniel E. McLean, President

Attest: _____
Marilyn Walsh, Secretary

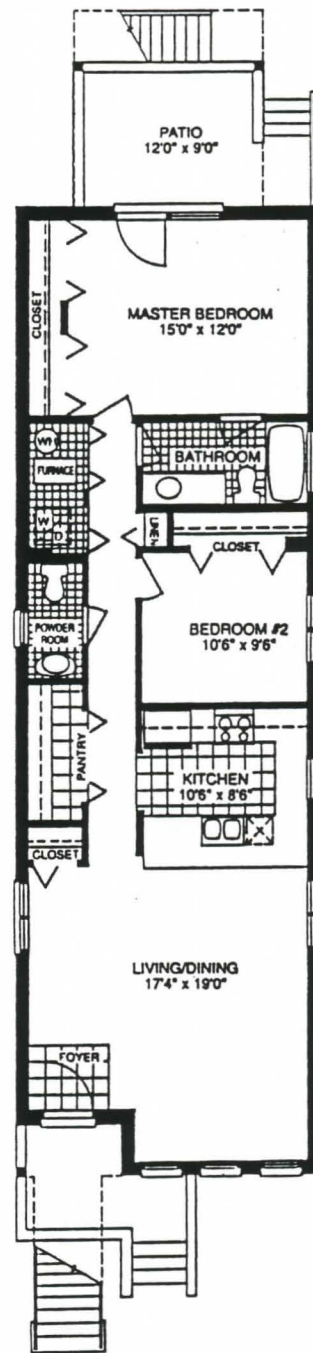
APPENDIX E

FLOOR PLANS

PLAN III

The Terrace Home

A two-bedroom condominium residence with one and one-half baths, galley kitchen, and living/dining room. Patios, private wood decks, and cathedral ceilings are available per plan.

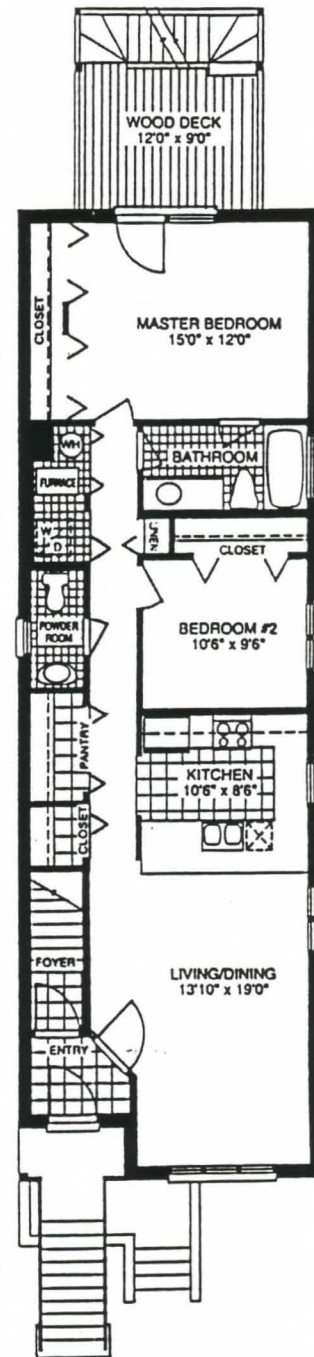


FIRST FLOOR

PLAN III

The Terrace Home

A two-bedroom condominium residence with one and one-half baths, galley kitchen, and living/dining room. Patios, private wood decks, and cathedral ceilings are available per plan.

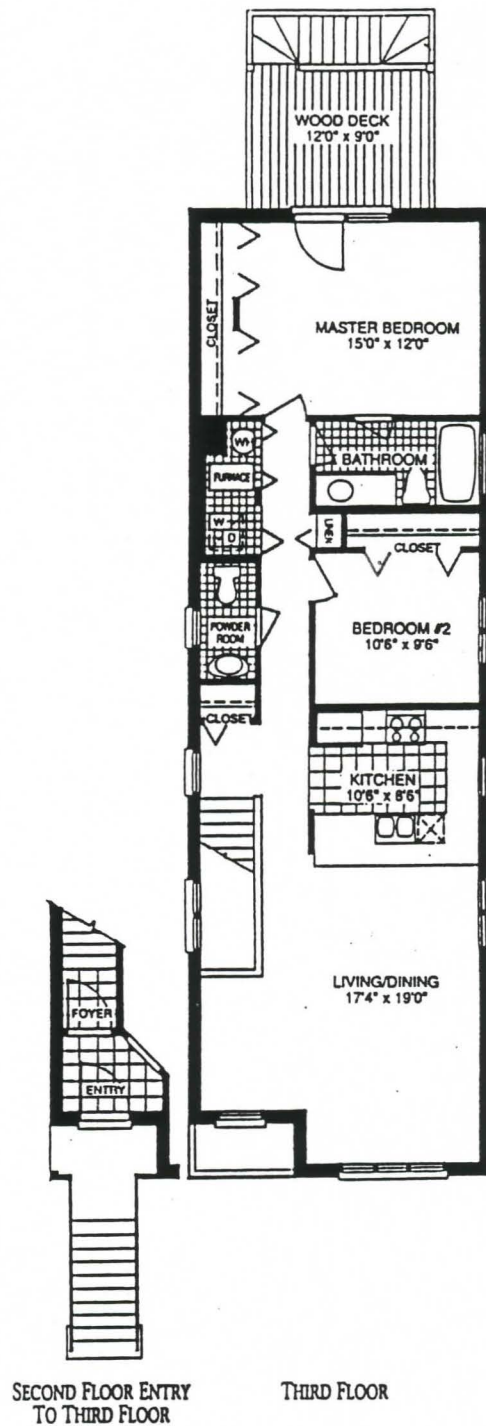


SECOND FLOOR

PLAN III

The Terrace Home

A two-bedroom condominium residence with one and one-half baths, galley kitchen, and living/dining room. Patios, private wood decks, and cathedral ceilings are available per plan.



APPENDIX F

THE HOMES OF MOHAWK NORTH
CONDOMINIUM ASSOCIATION BUDGET

For First Year After Control
Passes to Elected Board

Operating Costs

Utilities and Heating Fuels

Electricity ¹	\$ 0.00
Water ²	11,880.00
Gas ³	0.00

Cleaning Expenses and Supplies ⁴	350.00
Trash and Garbage Disposal ⁵	3,960.00
Ground Maintenance ⁶	0.00
Building Maintenance ⁷	0.00
Security	0.00
Maintenance and Operation of Recreational and Other Facilities ⁷	0.00
Building Insurance ⁸	6,800.00

Management Costs

Management Fees ⁹	7,920.00
Legal and Accounting Services	600.00
Coupon Books	200.00

Reserve Costs

Reserve for Roof ¹⁰	3,940.00
Reserve for Exterior Painting ¹¹	2,880.00
Reserve for Parking Pads and Sidewalks ¹²	1,760.00
Reserve for Wood Decks/Balconies ¹³	4,400.00

Other

Yearly Assessment to Master Association	11,616.00
Total	\$56,306.00

- 1 All exterior/interior lights are billed directly to homeowners on individual meters.
- 2 Water is based on experience of past use at \$15.00 per month per unit.
- 3 All gas costs are billed directly to homeowner.
- 4 Figure is an estimate based on past experience.

- 5 The City of Chicago will not directly provide trash service to condominium projects, however, the homeowners association will be entitled to a refund from the city for providing such services.
- 6 Ground maintenance is included in Master Budget.
- 7 The construction work done by the developer is under warranty for the periods specified in the purchase contract and, other than repairs made thereunder, no further building maintenance is anticipated.
- 8 Premium is based on \$5,500,000 worth of property coverage and \$1,000,000 worth of liability per occurrence.
- 9 Management fee is based on estimate provided by Heil, Heil, Smart & Golee Management Company.
- 10 The annual replacement reserve for the roof assumes a useful life of 20 years and a replacement cost of \$78,800.00.
- 11 The annual replacement reserve for exterior painting assumes a useful life of 5 years and a replacement cost of \$14,400.00.
- 12 The annual replacement reserve for parking pads and sidewalks assumes a useful life of 30 years at a replacement cost of \$52,800.00.
- 13 The annual replacement reserve for exterior decks/balconies assumes a useful life of 20 years and a replacement cost of \$88,000.00.

Please Note: Budget is based on all 66 units contained in 22 buildings. If less than 66 units are completed and added-on, the Budget will vary.





THE HABITAT COMPANY

September 23, 1997

Rosanna Marquez
Director of Programs
Office of the Mayor
City Hall
121 N. LaSalle Street
Room 507
Chicago, Illinois 60602

Re: CHA 40 Year Leases for units at Mohawk North (16), and Old Town Square (44).

Dear Rosanna;

We are in the process of submitting a Development Plan to HUD in regards to the above mentioned leases. As part of the process, we will need Section 213 (24 CFR part 791, subpart C) clearance from the Mayor (or his designee). All comments need to be sent to:

Department of Housing and Urban Development
77 West Jackson Boulevard, 24th Floor
Chicago, Illinois 60606
Attention: Louis A. Berra

Please note in your response, that these comments are to be considered the local government's only response under 24 CFR part 791, subpart C.

In addition we will need an opinion from your Corporation Counsel on the enclosed Cooperation Agreement. The opinion should affirm that the proposed mixed-finance units are covered under the existing cooperation agreement. I have also enclosed a draft copy of the lease which outlines the terms of the agreement. I will be glad to supply any further information you or your counsel will need to write such an opinion. Please feel free to call Jane Blumenfeld on my staff at (312) 537-7434.

Thank you for your cooperation and please let me or Jane know if there is anything you need.

Sincerely,
The Habitat Company

Valerie B. Jarrett
Executive Vice President

cc. Jane Blumenfeld
File

I:\draft\hud\rosanna.doc

Amendment No. 2 to Consolidated Cooperation Agreement

Amends the July 24, 1957 Consolidated Cooperation Agreement

February 10, 1969 [1960? Date may not be correct: document refers to the amendment being approved by the City Council in May 1959]

The City and the CHA agree to increase the number of dwelling units to be completed and in management or in planning, design, and development by the Chicago Housing Authority from 40,000 to 60,000.

AMENDMENT NO. 2 TO
CONSOLIDATED COOPERATION AGREEMENT

THIS AMENDMENT entered into as of this 10th day of February, 1969, by and between the CITY OF CHICAGO (hereinafter called the "City") and the CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"),

W I T N E S S E T H

WHEREAS, the City and the Local Authority entered into a Consolidated Cooperation Agreement, dated July 24, 1957, as approved by the City Council on June 27, 1957 and as amended pursuant to approval of the City Council on May 27, 1959; and

WHEREAS, under the terms of said Cooperation Agreement the City agreed to assist and cooperate with the Local Authority, and the Local Authority agreed to make payments in lieu of taxes, in connection with the development and administration of federally-assisted low-rent housing within the corporate limits of the City, in accordance with the provisions of the United States Housing Act of 1937, as amended, and the Annual Contributions Contract with the federal government pursuant thereto; and

WHEREAS, said Consolidated Cooperation Agreement contemplated the development of not to exceed 40,000 dwelling units; and

WHEREAS, the Local Authority advises that total dwelling units completed and in management or in planning, design and development by the Chicago Housing Authority approximate 40,000 dwelling units; and

WHEREAS, the parties hereto desire to amend said Agreement to provide for the development of not to exceed 60,000 dwelling units;

NOW, THEREFORE, in consideration of the undertakings and mutual covenants hereinafter set forth, the parties do agree as follows:

The Consolidated Cooperation Agreement dated July 24, 1957, entered into by the parties hereto and amended on June 22, 1959, is hereby further amended by deleting from Section 2(a) thereof the number "40,000" and substituting in lieu thereof the number "60,000."

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above-written.

CITY OF CHICAGO, ILLINOIS

By: *Richard J. Daley*
Mayor

(SEAL)

Attest:

John C. Mann
City Clerk

CHICAGO HOUSING AUTHORITY

By: *Lucas Gubel*
Chairman

(SEAL)

Attest:

W. J. Humphrey
Secretary

[Signature]

AMENDMENT NO. 2 TO
CONSOLIDATED COOPERATION AGREEMENT

THIS AMENDMENT entered into as of this 10th day of February, 1969, by and between the CITY OF CHICAGO (hereinafter called the "City") and the CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"),

W I T N E S S E T H

WHEREAS, the City and the Local Authority entered into a Consolidated Cooperation Agreement, dated July 24, 1957, as approved by the City Council on June 27, 1957 and as amended pursuant to approval of the City Council on May 27, 1959; and

WHEREAS, under the terms of said Cooperation Agreement the City agreed to assist and cooperate with the Local Authority, and the Local Authority agreed to make payments in lieu of taxes, in connection with the development and administration of federally-assisted low-rent housing within the corporate limits of the City, in accordance with the provisions of the United States Housing Act of 1937, as amended, and the Annual Contributions Contract with the federal government pursuant thereto; and

WHEREAS, said Consolidated Cooperation Agreement contemplated the development of not to exceed 40,000 dwelling units; and

WHEREAS, the Local Authority advises that total dwelling units completed and in management or in planning, design and development by the Chicago Housing Authority approximate 40,000 dwelling units; and

WHEREAS, the parties hereto desire to amend said Agreement to provide for the development of not to exceed 60,000 dwelling units;

NOW, THEREFORE, in consideration of the undertakings and mutual covenants hereinafter set forth, the parties do agree as follows:

COPY CONFIRMED

BY: _____

The Consolidated Cooperation Agreement dated July 24, 1957, entered into by the parties hereto and amended on June 22, 1959, is hereby further amended by deleting from Section 2(a) thereof the number "40,000" and substituting in lieu thereof the number "60,000."

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above-written.

CITY OF CHICAGO, ILLINOIS

By: RICHARD J. DALEY
Mayor

(SEAL) - *Affixed*

Attest:

JOHN C. MARCIN
City Clerk

CHICAGO HOUSING AUTHORITY

By: CHARLES R. SWIBEL
Chairman

(SEAL) - AFFIXED

Attest:

C. E. HUMPHREY
Secretary

APPROVED:

RAYMOND A. STUCH

Amendment to Consolidated Cooperation Agreement
June 22, 1959

Amends the July 24, 1957 Consolidated Cooperation Agreement

The City agrees that, under the laws of the state of Illinois, all Projects are exempt from all real and personal property taxes as long as the Projects are used for low-rent housing purposes. any contract between the CHA and the PHA for loans and/or annual contributions in connection with such Project remains in force and effect, or any bonds issued in connection with such Project remain outstanding or any moneys due to the PHA in connection with said Project remain unpaid. which ever period is longer.

The City agrees that it will not impose or levy any real or personal property taxes upon covered Projects or upon the CHA.

The CHA agrees to make annual payments in lieu of taxes in accordance with state law, in payment for public services furnished by Chicago without cost or charge.

The CHA agrees that after a Project is or has been occupied in whole or in part the CHA will annually pay the City and other taxing entities 10% of rental payments it receives from the Project during the calendar year. Failure to pay, however, will not result in a lien against the project or the assets of the CHA nor will interest or penalties attach. Payments will be distributed according to § 29 of the Illinois Housing Authorities Act. These payments cannot exceed what the CHA's property taxes would have been.

The City agrees to furnish the CHA with those public services and facilities it provides other dwellings and inhabitants of Chicago as of July 24, 1957, without additional cost or charge or change in character or extent. These services and facilities include, but are not limited to: educational, fire, police, and health protection services; street maintenance and street repair systems; sewer and water systems; snow removal; garbage, trash, and ash collection and disposal; street lighting; and additional services that are furnished to others in the City without cost or charge.

AMENDMENT TO
CONSOLIDATED COOPERATION AGREEMENT

THIS AMENDMENT entered into this 22nd day of June, 1959, by and between the CITY OF CHICAGO (hereinafter called the "City"), and the CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"),

Witnesseth;

WHEREAS, the parties hereto have heretofore entered into a Consolidated Cooperation Agreement, dated July 24, 1957, and desire to amend said Agreement;

NOW, THEREFORE, in consideration of the undertakings and mutual covenants hereinafter set forth, the parties do agree as follows:

1. Section 4 of the Consolidated Cooperation Agreement, dated July 24, 1957, entered into between the parties hereto, is hereby amended to read as follows:

"4. Under the Constitution and the Statutes of the State of Illinois, all Projects are exempt from all real and personal property taxes levied and imposed by any taxing body with respect to any Project, and so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, or any monies due to the PHA in connection with said Project shall remain unpaid, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes upon such Project, or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments in lieu of such taxes (hereinafter called 'Payments in Lieu of Taxes'), in accordance with Section 29 of the Illinois Housing Authorities Act, as amended, in payment for the public services and facilities which are furnished by the City, without either cost or charge for or with respect to such projects.

"After a Project is or has been occupied in whole or in part, and annually thereafter, the Local Authority is obligated to make Payments in Lieu of Taxes in an amount equal to ten per cent (10%) of the Shelter Rentals charged by the Local Authority in respect to such Project during the preceding calendar year; Provided,

however, that upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties occur or attach on account thereof.

"The Payments in Lieu of Taxes shall be distributed among the Taxing Bodies in accordance with Section 29 of the Illinois Housing Authorities Act, as amended; Provided, however, that no payment for any year shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Projects were not exempt from taxation."

2. Section 6(a) of the Consolidated Cooperation Agreement, dated July 24, 1957, entered into between the parties hereto, is hereby amended to read as follows:

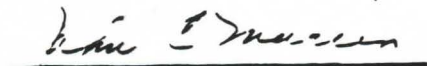
- "(a) Furnish or cause to be furnished to the Local Authority and the tenants of such public services and facilities of the same character and to the same extent as are furnished at the date hereof, i.e. July 24, 1957, without cost or charge to other dwellings and inhabitants in the City; including, but not limited to educational, fire, police and health protection services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within the Project and on the boundaries thereof; and also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City."

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed in their respective names and their respective seals to be impressed hereon and attested as of the date and year first above written.

APPROVED



ATTEST:

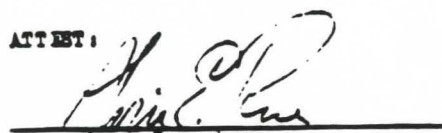

City Clerk

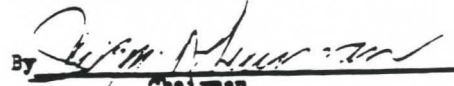
CITY OF CHICAGO


Mayor

CHICAGO HOUSING AUTHORITY

ATTEST:


Secretary

By 
Chairman

Consolidated Cooperation Agreement

July 24, 1957

Concerns the following developments: Ida B. Wells Homes (Ill. 2-1), Dearborn Homes (2-9), Altgeld Gardens (2-7), Wentworth Gardens (2-8), Jane Addams Houses (2-23), Julia C. Lathrop Homes (2-24), Trumbull Park Homes (2-25), Frances Cabrini Homes (2-2), Robert H. Brooks Homes (2-3), Bridgeport Homes (2-4), Lawndale Gardens (2-5), Phillip Murray Homes (2-11), Frank O. Lowden Homes (2-13), Victor A. Olander Homes (2-14), Leclair Extension (2-15), Harold L. Ickes Homes (2-16), Grace Abbot Homes (2-17), Ida B. Wells Extension (2-18), Henry Horner Homes (2-19), Victor A. Olander Extension (2-26), Dorney Homes (2-6), Frances Cabrini Extension (2-20), Rockwell Gardens (2-21), Stateway Gardens (2-22), Prairie Avenue Courts Extension (2-29), and Projects Nos. ILL-2-30, 2-31, 2-32, 2-33, 2-34, 2-35, 2-36, and 2-37.

The CHA proposes to enter into a Consolidated Annual Contributions Contract with the PHA. The PHA requires that existing Cooperative Agreements with the City be amended.

The CHA and the City agree to consolidate previous agreements into the current agreement, provided that the current Agreement does not affect outstanding obligations and rights, pursuant to the previous agreements.

The CHA agrees to undertake the development, improvement, and operations of certain low-rent housing projects in contract with the PHA for loans and annual contributions in connection with such Projects and shall undertake to develop and administer those Projects as well as any others for which the PHA agrees to render financial assistance.

The City agrees that, under Illinois law, all Projects are exempt from all real and personal property taxes levied and imposed by governments as long as the Projects are used for low-rent housing purposes, any contract with the PHA for loans and/or annual contributions in connection with such Project remains in force and effect, or any bonds issued in connection with such Project shall remain outstanding or any moneys due to the PHA in connection with said Project shall remain unpaid, whichever period is longer.

The City agrees that it will not impose or levy any real or personal property taxes upon covered Projects.

The CHA agrees to make annual payments in lieu of taxes in accordance with state law, in payment for public services which are furnished by Chicago without cost or charge. These payments will be 10% of the aggregate Shelter Rent collected by the CHA with respect of such Project during the preceding calendar year. Should the CHA fail to pay, however, no lien will be made against any Project, nor shall the assets of the CHA be subject to attachment, nor shall any interest or penalties be imposed.

The CHA agrees that payments shall be distributed to the taxing bodies according to § 29 of the Illinois Housing Authorities Act. No payment for any year shall be made to any taxing body that exceeds what the CHA would have been liable for if it paid property taxes.

The City agrees, after the date of construction of any Project undertaken after the Housing Act of 1949, and within 5 years of its completion, or any further period approved by the PHA, that there has been or there will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement of unsafe or unsanitary dwelling units in the area in which the Project is located, substantially equal in number to the

number of newly constructed dwelling units provided by the Projects. Where more than one family is living in an unsafe or unsanitary dwelling unit, the elimination of that unit will count as the elimination of units equal to the number of families accommodated by it. This provision shall not apply in the case of any Project developed on the site of a Slum (an area where dwellings that are detrimental to health, safety, and morals predominate) cleared subsequent to July 15, 1949, and the dwelling units eliminated by the clearance of the site of the Project shall not be counted as elimination for any other low-rent housing project. For Projects Nos. ILL-2-1, 2-2, 2-3, 2-4, and 2-9, this requirement has already been met. In addition, this requirement is waived for certain projects originally constructed by the Federal Government (ILL-2-7, 2-8, 2-23, 2-23, 2-25).

The City agrees to furnish the CHA with those public services and facilities it provides other dwellings and inhabitants of Chicago, without cost or charge or change in character or extent. These services and facilities include, but are not limited to: educational, fire, police, and health protection services; street maintenance and street repair systems; sewer and water systems; snow removal; garbage, trash, and ash collection and disposal; street lighting; and any additional services that are furnished to others in the City without cost or charge.

The City agrees to vacate such streets, roads, and alleys within the area of a Project as may be necessary and convey without charge the City's interest in those areas, and, so far as it legally can without cost or expense to the CHA or City, cause to be removed from the areas, as far as necessary, all public or private utility lines and equipment.

The City agrees, so far as is lawful, to grant such deviations from the Building Code as are reasonable and necessary to promote economy and efficiency. The City also agrees to make such changes in zoning of the site and surrounding territory of such Projects as are reasonable and necessary for the development and protection of such Projects.

The City agrees to accept grants of easements necessary for the development of the Projects.

The City agrees to cooperate with the CHA by any other such lawful action as is necessary to develop and administer the Projects.

The City agrees to waive building and inspection fees with respect to the following Projects:

Ida B. Wells Homes
Frances Cabrini Homes
Robert H. Brooks Homes
Bridgeport Homes
Lawndale Gardens
Dearborn Homes

The City agrees that within a reasonable time after receipt of a written request from the CHA it will:

- 1) accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of a Project, together with all storm and sanitary sewer mains in the dedicated areas, after the CHA, at its own expense, has completed their grading, improvement, paving, and installation.

- 2) accept the dedication of all streets, roads, alleys, and adjacent sidewalks bounding the

area of a Project after the CHA, at its own expense, has completed their grading, improvement and paving, provided, however, that the CHA shall not be required to pay for any more work for these than could lawfully be assessed if the Project were privately owned.

3) provide, or cause to be provided, water mains and storm and sanitary sewer mains leading to the Project and serving bounding streets in consideration for which the CHA shall pay to the City such amount as would be assessed for such work if the site were privately owned.

The City agrees that if, within a reasonable time after written notice from the CHA, it fails or refuses to furnish those services which it agreed to provide, the CHA may proceed to obtain such services elsewhere and deduct the cost from any payment due to the City.

The City agrees that this Agreement does not limit its power to furnish aid and cooperation to the CHA.

The City agrees to consent to the assignment of this agreement for the protection of holders of financing bonds.

Both parties agree that this Agreement is the sole agreement between the CHA and the City in connection with federally-assisted low-rent housing with respect to payments in lieu of taxes and furnishing public services therefor. All other existing agreements between the City and the CHA are rescinded.

Both parties agree that so long as any contract between the CHA and the PHA for loans and/or annual contributions with respect to a Project remains in force and effect, or so long as any bonds issued in connection with a Project shall remain outstanding, this Agreement shall not be modified or abrogated without the consent of the PHA. The City agrees that its privileges and obligations shall remain in full force and effect with respect to each Project so long as the beneficial title to each Project is held by the CHA or other low-rent housing government agency. The government agency holding title shall have the right to enforce this Agreement.

The CHA agrees that after payment in full of all its obligations in connection with such Project for which any annual contributions paid by the PHA in respect to a Project has been repaid, all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance or financing, and for reasonable reserves therefore, shall be paid annually to the PHA and to the City on behalf of the local government that have contributed to the Project in the form of tax exemptions or otherwise, in proportion to what was contributed. In addition, the CHA shall incur no debts for the Projects, except when making the necessary expenditures for the Projects.

The CHA and City agree that if, at any time, the Project is sold, the sale shall be to the highest responsible bidder after advertising or at fair market value as approved by the PHA. In addition, the proceeds and any reserves after resolving any outstanding debts in connection with the Project shall be paid to the PHA and those local governments that contributed to the Project by way of tax exemptions or other aid in proportion to contribution. Payments, however, shall not be in excess of the amount of the respective contributions made to the Project. The excess and sale payments are to be distributed by the City to the local governments.

Both parties agree that this Agreement has an appendix which provides tract descriptions of a number of Projects.

CONSOLIDATED COOPERATION AGREEMENT

THIS AGREEMENT entered into this 24th day of July, 1957,
by and between the CITY OF CHICAGO (hereinafter called the "City"), and the
CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"), Witnesseth:

WHEREAS, the City heretofore has entered into various Cooperation Agreements with the Local Authority in which the City has agreed to assist and cooperate with the Local Authority, and the Local Authority has agreed to make Payments in Lieu of Taxes, in connection with the development and administration of federally-assisted low-rent housing within the corporate limits of the City, in accordance with the provisions of the United States Housing Act of 1937, as amended, and the Annual Contributions Contracts with the Federal government pursuant thereto; and

WHEREAS, the various Cooperation Agreements heretofore referred to are identified as follows:

Agreement dated August 6, 1952, covering Illinois 2-1, Ida B. Wells Homes;

Agreement dated April 30, 1946, covering Illinois 2-9, Dearborn Homes;

Agreement dated July 23, 1951, covering Illinois 2-7 and Illinois 2-8, Altgeld Gardens and Wentworth Gardens;

Agreement dated July 23, 1951, covering Illinois 2-23, Jane Addams Houses; Illinois 2-24, Julia C. Lathrop Homes; and Illinois 2-25, Trumbull Park Homes;

Agreement dated August 6, 1952, covering Illinois 2-2, Frances Cabrini Homes; Illinois 2-3, Robert H. Brooks Homes; Illinois 2-4, Bridgeport Homes; and Illinois 2-5, Lawndale Gardens; and

Agreement dated March 1, 1950, covering the development of not more than 40,000 units of low-rent housing by the Local Authority pursuant to or subsequent to the Housing Act of 1949, as amended, and with respect to which the Local Authority has developed and is undertaking the operation of the following Projects:

Illinois 2-11, Philip Murray Homes
Illinois 2-13, Frank O. Lowden Homes
Illinois 2-14, Victor A. Olander Homes
Illinois 2-15, Leclaire Extension
Illinois 2-16, Harold L. Ickes Homes
Illinois 2-17, Grace Abbott Homes
Illinois 2-18, Ida B. Wells Extension
Illinois 2-19, Henry Horner Homes
Illinois 2-26, Victor A. Olander Extension

and is now undertaking the development of additional low-rent housing projects identified as follows:

Illinois 2-6, Dorney Homes
Illinois 2-20, Frances Cabrini Extension
Illinois 2-21, Rockwell Gardens
Illinois 2-22, Stateway Gardens
Illinois 2-29, Prairie Avenue Courts Extension
Illinois 2-30
Illinois 2-31
Illinois 2-32
Illinois 2-33
Illinois 2-34
Illinois 2-35
Illinois 2-36
Illinois 2-37

Specific descriptions and locations of these Projects are included in Schedules A and B attached hereto and incorporated as part of this Agreement; and

~~WHEREAS~~, the Local Authority now proposes to enter into a Consolidated Annual Contributions Contract with the PUBLIC HOUSING ADMINISTRATION (herein called the "PHA") for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended; and

~~WHEREAS~~, in connection therewith, the PHA requires that existing Cooperation Agreements with the City be amended as provided by the Consolidated Annual Contributions Contract; and

~~WHEREAS~~, the parties desire to consolidate their undertakings with respect to all such low-rent housing developments under a single Agreement so as to give effect to the provisions of the Federal law and the Consolidated Annual Contributions Contract between the Local Authority and the PHA:

NOW, ~~THEREFORE~~, in consideration of the mutual covenants hereinafter set forth, the parties do agree as follows:

1. The Agreements described above are hereby consolidated into this Agreement and this Agreement is hereby substituted for such Agreements; Provided, that this Agreement shall in no way affect outstanding obligations, rights, and other

actions taken pursuant to such Agreements, all of which matters shall be administered pursuant to and under this Agreement. This Agreement shall govern the rights and obligations of the parties hereof providing for local cooperation, as required by the Housing Act of 1937, as amended, and the Consolidated Annual Contributions Contract.

2. Whenever used in this Agreement:

- (a) The term "Projects" shall mean those federally-aided, low-rent housing projects developed and operated by the Local Authority with the financial assistance of the PHA, prior to the adoption of the Housing Act of 1949, and identified in Schedule A, attached hereto and made a part hereof, and any low-rent housing projects developed and operated, or to be developed and operated, with the financial assistance of PHA, pursuant to or subsequent to the adoption of the Housing Act of 1949, as amended, which in the aggregate may not exceed 40,000 dwelling units. The Projects heretofore developed or now in development pursuant to this latter authorization are identified in Schedule B, attached hereto and made a part hereof.
- (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

- (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
- (d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

3. The Local Authority is undertaking the development, improvement and operation of certain low-rent housing projects under a Consolidated Annual Contributions Contract with the PHA for loans and annual contributions in connection with such Projects and shall undertake to develop and administer any and all Projects thereunder and such other Projects with respect to which the PHA shall agree to render financial assistance.

4. Under the Constitution and the Statutes of the State of Illinois, all Projects are exempt from all real and personal property taxes levied and imposed by any taxing body with respect to any Project, and so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, or any monies due to the PHA in connection with said Project shall remain unpaid, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes upon such Project, or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (hereinafter called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the public services and facilities furnished by the City from time to time without either cost or charge

for, or with respect to such Project. Each such annual Payment in Lieu of Taxes shall be made in accordance with Section 29 of the Illinois Housing Authorities Act, as amended, and shall be in an amount equal to ten per cent (10%) of the aggregate Shelter Rent collected by the Local Authority in respect to such Project during the preceding calendar year; Provided, however, that upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project, or assets of the Local Authority shall attach, nor shall any interest or penalties accrue, or attach on account thereof.

The Payments in Lieu of Taxes shall be distributed among the Taxing Bodies in accordance with Section 29 of the Illinois Housing Authorities Act, as amended; Provided, however, that no payment for any year shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Projects were not exempt from taxation.

5. The City agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of any Project undertaken subsequent to the Housing Act of 1949, and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, that this paragraph 5 shall not apply in the case of any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project.

With respect to Projects Nos. Illinois 2-1, 2-2, 2-3, 2-4 and 2-9, the requirements for eliminating unsafe or insanitary dwelling units has been accomplished as established by the relevant Cooperation Agreements previously listed. It

is agreed that no provision for elimination of unsafe or insanitary dwelling units was required with respect to Projects Nos. Illinois 2-7, 2-8, 2-23, 2-24 and 2-25 (which Projects were originally constructed by the Federal government).

6. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either such Project is used for low-rent housing purposes, or any contract between the Local Authority and the FEA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or any bonds issued in connection with such Project or any monies due to the FEA in connection with such Project remain unpaid, whichever period is the longest, the City, without cost or charge to the Local Authority, or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- (a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City; including, but not limited to educational, fire, police and health protection services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within the Project and on the boundaries thereof; and also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;
- (b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to

the Local Authority such interest as the City may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the City, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

- (c) Insofar as the City may lawfully do so, grant such deviations from the Building Code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Projects;
- (d) Accept grants of easements necessary for the development of such Projects;
- (e) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects;
- (f) Waive such building and inspection fees as may be payable by the Local Authority if it becomes subject to the payment of such fees with respect to the following Projects:

Illinois 2-1, Ida B. Wells Homes;
Illinois 2-2, Frances Cabrini Homes;
Illinois 2-3, Robert H. Brooks Homes;
Illinois 2-4, Bridgeport Homes;
Illinois 2-5, Lawndale Gardens;
Illinois 2-9, Dearborn Homes.

7. In respect to any Project, the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

- (a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the City;
- (b) It will accept the dedication of all streets, roads, alleys and adjacent sidewalks bounding the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement and paving thereof in accordance with specifications acceptable to the City; provided, however, that the Local Authority shall not be required to perform or pay for any more work, with respect to such streets, roads, alleys and adjacent sidewalks bounding the area of such Project, than could be lawfully assessed against the Project site if it were privately owned; and
- (c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if such site were privately owned.

8. If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the

services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

9. Nothing in this Agreement shall be construed as limiting the power of the City to furnish aid and cooperation other than and in addition to the matters more particularly described in this Agreement.

10. The City consents to the assignment of this Agreement for the protection of the holders of any bonds issued to aid in financing the Projects.

11. This Agreement constitutes the sole agreement between the Local Authority and the City in connection with federally-assisted low-rent housing with respect to Payments in Lieu of Taxes on Projects and the furnishing of public services therefor, and all the other existing agreements between the City and the Local Authority are hereby rescinded and abrogated.

12. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

13. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project pursuant to this Agreement:

- (a) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid (1) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the City on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (2) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
- (b) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause (a)(1) of this Section 13; Provided, that the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project;
- (c) The City shall distribute the payments made to

it pursuant to clauses (a) and (b) of this Section 13 among the local public bodies (including the City) in proportion to their respective aggregate contributions to such Project.

14. The City certifies that all conditions precedent to the valid execution and delivery of this Agreement on its part have been complied with, that all things necessary to constitute this Agreement its valid, binding, and legal agreement on the terms and conditions and for the purposes herein set forth have been done and have occurred, and that the execution and delivery of this Agreement on its part have been and are in all respects duly authorized in accordance with law.

The Local Authority similarly certifies with reference to its own execution and delivery of this Agreement.

IN WITNESS WHEREOF the City and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF CHICAGO, ILLINOIS

By Richard Daley
Mayor

ATTEST:

John E. Martin
City

CHICAGO HOUSING AUTHORITY

By Samuel R. Brown
Chairman

ATTEST:

W. H. Lee
Secretary

DAVISDITTON

October 15, 1997

VIA MESSENGER

Mr. Daniel E. McLean
The Dock
455 E. Illinois Avenue
Suite 565
Chicago, IL 60611

Re: CHA/HUD Lease of units at Mohawk North

Dear Mr. McLean:

Enclosed please find HUD Form 2530 – Previous Participation Certification regarding MCL/ASD III L.L.C. Please complete the portions pertaining to MCL Companies of Chicago, Inc. and you. Please forward the completed, executed certification to Ms. Jane Blumenfeld at The Habitat Company, 350 W. Hubbard, Suite 500, Chicago, IL 60611.

Thank you in advance for your help with this matter.

Sincerely,



Leah Moore
Paralegal

Enclosure

Cc: Allison S. Davis (w/o enc)
Jane Blumenfeld (via telefax w/o enc)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING - FEDERAL HOUSING COMMISSIONER AND
U.S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION**

PREVIOUS PARTICIPATION CERTIFICATION

PART I - CERTIFICATE (To be completed by Principals of Multifamily Projects)

1. TO: (Name and City of HUD Area Office or USDA-FmHA District Office where the Application is Filed.) US Department of Housing and Urban Development 77 W. Jackson Blvd., Chicago, IL 60604-2607		2. PROJECT NAME, I.D., OR PROJECT NUMBER AND CITY, STATE CONTAINED IN THE APPLICATION MORAWK North Chicago, IL 60611 ALSO: SECTION 8 CONTRACT NUMBER	
3. LOAN OR CONTRACT AMOUNT \$	4. NUMBER OF UNITS OR BEDS 16 Units	5. SECTION OF ACT (If known)	6. TYPE OF PROJECT (Check One) ☒ Existing ☐ Rehabilitation ☐ Proposed (New)

LIST OF ALL PROPOSED PRINCIPAL PARTICIPANTS

7. Alphabetical List of the Full Names (last name first) and Address of all known principals and affiliates (people, businesses and organizations) proposing to participate in the project described above.	8. Role of Each Principal	9. Expected % Interest in Ownership	10. Social Security or IRS Employer Number
MCL Companies of Chicago, Inc. 1337 W. Fullerton Avenue Chicago, IL 60614	Managing Member	1%	
McLean, Daniel E. 1337 W. Fullerton Avenue Chicago, IL 60614	Member	49%	
RSD, L.P. 54 W. Hubbard, Suite 205 Chicago, IL 60610	Managing Member	50%	36-4071122

CERTIFICATION

I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certificate. I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. A. I further certify that: - Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and Local Government housing finance agencies in which I have been or am now a principal. - For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certificate: - No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given; - I have not experienced defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project; - To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects; - There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest attributable to my fault or negligence; - I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less); - I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.	- I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond. - All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above. - I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in HUD's Standard of Conduct in 24 CFR 6.738.208(e)(12)/USDA's Standard of Conduct in 7 CFR Part 6 Subpart B. - I am not a principal participant in an assisted or insured project this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 60 days and documents for closing, including final cost certification have not been filed with HUD or FmHA. - To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws. B. (APPLICABLE TO GENERAL PARTNERS OR PROJECT OWNERS ONLY) All the parties who are principals or who are proposed as principals here are listed above and no principals or identities of interest are concealed or omitted. C. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America. D. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.
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Typed or Printed Name of Principal	Signature of Principal	Title, Role or Capacity	Date	Area Code and Telephone No.
Allison S. Davis		General Partner of RSD L.P.	10/15/97	(312) 755-9997
Daniel E. McLean		President, MCL Companies of Chicago, Inc.		
Daniel E. McLean		Member of MCL ASD L.L.C.		

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code, Section 1001 and Section 1010.	THIS FORM WAS PREPARED BY (Please print name)	AREA CODE & TELEPHONE NO.
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REPORT OF INSPECTOR GENERAL - INTERNAL PROCESSING ONLY

THE INDICES OF THE INSPECTOR GENERAL'S OFFICE HAVE BEEN CHECKED FOR THE NAMES OF THE PRINCIPALS LISTED IN PART I ABOVE		
AND: ☐ a. WE HAVE NO INFORMATION; OR ☐ b. WE HAVE INFORMATION AND A REPORT IS ATTACHED		
DATE	TITLE	SIGNATURE

SCHEDULE A - LIST OF PREVIOUS PROJECTS AND SECTION 8 CONTRACTS

my name below is the complete list of my previous

NOTE: Read and follow the attached instructions sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write your name - "No previous participation - First Experience."

projects and my participation history as a principal in Multifamily Housing programs of HUD/USDA-FmHA, State and Local Housing Finance Agencies.

carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write your name - "No previous participation - First Experience."

1. List each Principal's Name (List in Alphabetical Order, Last Name First)	2. List Previous Projects (Give the I.D. Number, Project Name, City of Location, Government Agency Involved and Number of Units in the Project)	3. List Principal's Participation Role and Interest - Give Month and Year Participation began and ended.	4. Disclose Defaults, Mortgage Relief, Assignments, Foreclosures, If None, write "None."	5. RESERVED FOR HUD PROCESSING
MCL Companies of Chicago, Inc.	No Previous participation			
McLean, Daniel E.	No Previous Participation.			
RSD, L.P.	No previous participation, First experience			

PART II - INTERNAL PROCESSING ONLY

Received by the Field Office, checked by me for accuracy and completeness and found ready for processing:

DATE

FTE TELEPHONE NUMBER

SUPERVISOR, PROCESSING CONTROL AND REPORTS UNIT

2. TO: Department of Housing and Urban Development, Multifamily Participation Review Committee, Washington, D.C.
A review of the records and project files of this office relative to the above listed parties and projects reveals:☐ A. No adverse information, Form HUD-2530 approval is recommended; ☐ B. Problems exist, my memorandum on them is attached.

DIRECTOR OF HOUSING

PROCESSING IS AUTHORIZED

DATE

NAME OF AREA MANAGER

